

P.O. Date: 6/18/2018

ISP - Illinois State Police

Purchase Order

Blanket Order Number

18-448DOIT-INFOT-P-697:
14

V E N D O R	Vendor Number: V00007391 Environmental Systems Research Institute, Inc.
	380 New York Street Redlands, CA 92373-8100

S H I P T O	Heather Knop 801 S. 7th Street Suite 300-M Springfield, IL 62703 US Email: Heather_Knop@isp.state.il.us (217) 524-1723
	Heather Knop 801 S. 7th Street Suite 300-M Springfield, IL 62703 US Email: Heather_Knop@isp.state.il.us (217) 524-1723

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order exceeding \$20,000:
--Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
--Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy.

PURCHASE ORDER REQUIREMENTS - OTHER PURCHASING ENTITIES

--Please see specific requirements provided by the purchasing entity.

Solicitation (Bid) No.:						Payment Terms: NA Shipping Terms: Freight Terms: Delivery Calendar Day(s) A.R.O.: 0																				
<p>Item # 1 Class-Item 208-82</p> <p>Primary Maintenance for ArcGIS Desktop Advanced Concurrent Use License</p> <table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount Amt</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>\$ 3,000.00</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 3,000.00</td> </tr> </tbody> </table>									Quantity	Unit Price	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Freight	Total Cost	1.00	\$ 3,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,000.00
Quantity	Unit Price	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Freight	Total Cost																		
1.00	\$ 3,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,000.00																		
<p>Item # 2 Class-Item 208-82</p> <p>Secondary Maintenance for ArcGIS Desktop Advanced Concurrent Use License</p> <table border="1"> <thead> <tr> <th>Quantity</th> <th>Unit Price</th> <th>UOM</th> <th>Discount %</th> <th>Total Discount Amt</th> <th>Tax Rate</th> <th>Tax Amount</th> <th>Freight</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td>1.00</td> <td>\$ 1,200.00</td> <td>EA</td> <td>0.00 %</td> <td>\$ 0.00</td> <td></td> <td>\$ 0.00</td> <td>\$ 0.00</td> <td>\$ 1,200.00</td> </tr> </tbody> </table>									Quantity	Unit Price	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Freight	Total Cost	1.00	\$ 1,200.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,200.00
Quantity	Unit Price	UOM	Discount %	Total Discount Amt	Tax Rate	Tax Amount	Freight	Total Cost																		
1.00	\$ 1,200.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,200.00																		

Item # 3
Class-Item 208-82

Primary Maintenance for ArcGIS Spatial Analyst for Desktop Advanced Single Use License

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 500.00

Item # 4
Class-Item 208-82

Primary Maintenance for ArcGIS Desktop Basic Single Use License (core only)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 400.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 400.00

Item # 5
Class-Item 208-82

Secondary Maintenance for ArcGIS Desktop Basic Single Use License (core only)

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 300.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 600.00

Item # 6
Class-Item 208-82

ArcGIS Developer Subscription - Professional Plan

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 1,759.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,759.00

Item # 7
Class-Item 208-82

ArcGIS GeoEvent Server Up to Four Cores Maintenance

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 5,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,000.00

Item # 8
Class-Item 208-82

ArcGIS Image Server Up to Four Cores Maintenance

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 5,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 5,000.00

Item # 9
Class-Item 208-82

ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 2,500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 2,500.00

Item # 10
Class-Item 208-82

ArcGIS Enterprise Standard Up to Four Cores Maintenance

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 5,000.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 10,000.00

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 29,959.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____
Signature: _____
Printed Name: _____
Title: _____
Phone #: _____
Email: _____
Date: _____

State of Illinois Agency
Procuring State Agency

Official Signature: _____

Printed Name: Leo P. Schmitz

Title: Director

Designee Signature: _____

Printed Name: Michael T. Yorley

Title: Chief Fiscal Officer

Date: 6/18/18

Legal

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal

Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY

Obligation # (if applicable): _____

Release of Statewide Master Contract? Yes ☐ No ☐

Master Contract Obligation # (if applicable): _____

Acq. Type: _____ Source Sel. Method: _____

Using Agency Funding Source: _____

Detailed Expenditure Object Code: _____

Approp. Acct Code: _____

Award Code: _____

Original Proc. Method: _____

Subcontractors Disclosed: _____

Subcontractors Utilized: _____

Publication Date: _____ Financing Needed ☐

IPG Cert/Disclosure Yes ☐ No ☐

APPROVED

By: Dawn Snyder

Phone#: (217) 557-5219

BUYER

McIntire, Donald J.

From: 72667-58359925@requests.muckrock.com
Sent: Thursday, May 02, 2019 2:30 PM
To: ISP.FOIA.Officer
Subject: [External] Illinois Freedom of Information Act. Request: FOIA - ISP - Esri Documents

Illinois State Police
FOIA Office
#1000
801 South 7th Street
Springfield, IL 62703

May 2, 2019

To Whom It May Concern:

Pursuant to the Illinois Freedom of Information Act., I hereby request the following records:

All documents pertaining to all/any Esri product(s) (<https://www.esri.com>). Documents being requested here should include - but are not limited to - the following:

- Invoices or receipts for the purchase of any Esri product/service
- MOUs from Esri
- Brochures or product/service specifications regarding Esri products/services
- Privacy policies regarding Esri products/services
- Any/all manuals regarding Esri products/services
- Guidelines mentioning Esri
- Bulletins mentioning Esri
- Briefings mentioning Esri
- Any/all digitally disseminated publications from your agency mentioning Esri

I am confident there are documents relevant to this request based on public literature describing the use of the company's products by your agency: <https://www.esri.com/about/newsroom/blog/illinois-state-police-adopt-real-time-gis-to-secure-state-fair/>

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

Sincerely,

J Ader

Filed via MuckRock.com

E-mail (Preferred): 72667-58359925@requests.muckrock.com

Upload documents directly:

https://accounts.muckrock.com/accounts/login/?url_auth_token=AAAcCQy1lsFCdEbsg2JuILQLPhI%3A1hMHPL%3APGjX9iI2XjMR1O7X9plq0qwmAPs&next=https%3A%2F%2Fwww.muckrock.com%2Faccounts%2Flogin%2F%3Fnext%3D%252Faccounts%252Fagency_login%252Fillinois-state-police-423%252Ffoia-isp-esri-documents-72667%252F%253Femail%253DFOIA_Officer%252540isp.state.il.us

Is this email coming to the wrong contact? Something else wrong? Use the above link to let us know.

For mailed responses, please address (see note):

MuckRock News

DEPT MR 72667

411A Highland Ave

Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock by the above in order to better track, share, and manage public records requests. Also note that improperly addressed (i.e., with the requester's name rather than "MuckRock News" and the department number) requests might be returned as undeliverable.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/20/2018
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-782-5870

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #25835036
Document Date: 03/02/2018

*** REVISED AGAIN***

Removed Enterprise Standard Named Users Level 2

*** REVISED***

Removed ArcGIS Insights term license and GIS Server Standard maintenance

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>



Esri Inc
380 New York Street
Redlands CA 92373

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Date: 03/02/2018**Quotation Number:** 25835036**Contract Number:** 2011MPA3795**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Attn: Jack Matthews**Customer Number:** 120855**For questions regarding this document, please contact Customer Service at 888-377-4575.**

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	3,000.00	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	1,200.00	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	500.00
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	400.00	400.00
4010	2	87193	300.00	600.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson**Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 2

Date: 03/02/2018

Quotation Number: 25835036

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
7010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 07/01/2018 End Date: 06/30/2019	1,759.00	1,759.00
8010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	5,000.00	5,000.00
9010	1	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	5,000.00	5,000.00
11010	1	161434 ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	2,500.00	2,500.00
12010	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2018 End Date: 06/30/2019	5,000.00	10,000.00
12020	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2018 End Date: 06/30/2019		
12030	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2018 End Date: 06/30/2019		



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 3

Date: 03/02/2018

Quotation Number: 25835036

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
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Item Subtotal	29,959.00
Estimated Tax	0.00
Total	USD 29,959.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 4

Date: 03/02/2018	Quotation No: 25835036	Customer No: 120855	Contract No: 2011MPA3795
Item	Qty	Material#	

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf> and your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions and product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this Quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy ,GSA, BPA) on your ordering document.

By signing below , you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[ROBERTSONS]

ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

To Budget DEC 27 2016
To PSSSC 12/29/16

FY:17

Date: 12/19/2016

Colonel Tad Williams

Lt. Col. Jamal Simington

Chief Aaron Kustermann

Division Head, Division

Supervisor's Approval

Requested By

NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors:
http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	ArcGIS Spatial Analyst License	1		\$2,500.00	\$2,500.00
	Master Contract #: CMS7972640				
	PBC #: N/A				
	Account Code: [REDACTED]				
	Minor Object Code: 1284				
				TOTAL	

Summary of need and impact to other entities software for servers using gang database.

Project Name: _____ Term of Services: _____

Was item budgeted ☒ Yes _____ No _____ If no, please justify.
Specifications Attached ☒ Yes _____ No _____ Contract Attached: _____ Yes _____ No X
SBSA Vendor Used? _____ Yes _____ N/A _____ No/NA _____ If No, SBSA Waiver Att Yes _____

SOURCE OF SUPPLY	SHIP TO/BILL TO AS FOLLOWS:
NAME: ESRI	SHIP TO CODE: 49360-00
ADDRESS: 380 New York Street	BILL TO CODE: 49360-00
CITY: Redlands, CA 92373	LOCATION: 801 South 7th St/Spfld
FEIN: [REDACTED]	ATTENTION: Aaron Schroeder
	TELEPHONE: 217-558-2370
	COST CENTER CODE: 629
NAME:	FOR FISCAL USE ONLY
ADDRESS:	Checked SBSA Directory _____ Yes _____ N/A
CITY:	Analyst Approval: ETM
FEIN:	Date: 12-28-16

Procurement Justification Form

Date: 12/16/16

PBC: N/A

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☒ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets criteria #2: The federal grant expires on December 31, 2016.

This procurement meets criteria #4. The purchase of this ESRI ArcGIS Spatial license will allow more than one user to access this needed software. The Illinois State Police (ISP) needs another license to allow support staff have a second user to work projects for STIC.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The federal grant funds expire December 31, 2016.


Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

ISP2-570(1/12)

SMALL BUSINESS SET-ASIDE PROGRAM WAIVER

IPB/Agency Reference Number #: B16-1230

Print Form

From CPO Notice # 2016.03 August 24, 2015:

The Chief Procurement Officer has established set-aside categories of construction, supplies and services that are set-aside for small businesses in Illinois. Procurements that are within the listed categories must be set-aside for small businesses, regardless of the dollar value of the contracts. Additionally, all purchases under the small purchase threshold are automatically set-aside for small businesses in Illinois.

Use of a Small Business Set-Aside Program Waiver requires agencies to have clear justification why a SBSP vendor was not appropriate for a set-aside award. The following are examples of guidelines that may be considered:

- ☐ The product or service is provided by a large business sole source vendor.
- ☐ There is a need for a brand name product and there are no small businesses that provide the product.
- ☒ Small Business vendors were solicited and no offers were received.
- ☐ The supply base for the product or service includes several larger diversified vendors that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The supply base for the product or service includes several Veteran Owned Small Businesses (VOSB) that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The product or service is required to be purchased from Illinois Correctional Industries (30 ILCS 500/45-30).
- ☐ There is an opportunity to establish a no-bid contract with a State Use vendor (30 ILCS 500/45-35). Provide more detail below.
- ☐ The prices offered by qualified small businesses are substantially greater than the estimated dollar amount established prior to the solicitation being sent out. Provide more detail below.
- ☐ Other. Provide more detail below.

Elaborate as necessary (required for last four check boxes):

Brief Description of Procurement:

The purchase of this ESRI ArcGIS Spatial license will allow more than one user to access this needed software. The Illinois State Police (ISP) needs another license to allow support staff have a second user to work projects for STIC.

Date: Dec 29, 2016

Requested By:

Aaron Schroeder

Agency:

Illinois State Police

Telephone:

217-558-2370

Bureau/Location:

DOO

Email Address:

schroea@isp.state.il.us

NIGP Code:

20800

Estimated Dollar Amount:

2,500

Requestor's Name: Aaron Schroeder

Title: ISA II

Signature:

Aaron Schroeder

Digitally signed by Aaron Schroeder
Date: 2016.12.29 09:54:07 -0600☒ Yes

Procurement Designated to Agency

Approved

☒

Denied

☐

John A. Powe

Dec 29, 2016

Agency Representative Signature

Date

☐ Yes

Non-Designated Procurement

Approved

☐

Denied

☐

Agency's SPO Signature

Date

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI Spatial Analyst License PBC/Contract #: N/A Term: 12/20/2016-06/30/17 Amount: \$2,500.00

Work Location: Springfield Date of Vacancy (if applicable): _____

Scope of Services: Purchase of a ESRI Spatial Analyst License.

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

I. **AFSCME-Bargaining Unit Work-** Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ **Time Limited Work** – Work based on one of the following exceptions:

a. ☐ **Emergency Work** – consistent with section 8b.8 of the Personnel Code (20 ILCS 4-5), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

b. ☐ **Temporary or Seasonal Work** – consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

c. ☐ **No Appropriate Eligible List** – consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** – The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ **Sub-contracting:** Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ **Written waiver** obtained from Council 31 for exceeded time frames set forth in #11. _____
(date)

6. ☐ **Renewal of an existing contract**, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

II. ☒ **Non-AFSCME Bargaining Unit Work** – Same or comparable work is not arguably performed by bargaining unit employees as determined by the Commission of Labor Relations.

LR Administrator Signature _____

Date _____

12/16/16



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3025
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/26/2016 To: 01/24/2017*

Quotation # 20496621

Date: October 26, 2016

Customer # 120855 Contract #

State of Illinois
Illinois State Police
801 S 7th St Ste 300M
Springfield, IL 62703-2487

ATTENTION: Jack Matthews
PHONE: 217-782-5870
FAX: (217) 524-8775

Material	Qty	Description	Unit Price	Total
88282	1	ArcGIS Spatial Analyst for Desktop Concurrent Use License	2,500.00	2,500.00
			Item Total:	2,500.00
			Subtotal:	2,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$2,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program

For questions contact: Michelle DeBoves

Email: mdeboves@esri.com

Phone: (909) 793-2853 x2679

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

DEBOVESM

This offer is limited to the terms and conditions incorporated and attached herein.

Material Request Form (MRF) - CHECKLIST

Project Title: ESRI - ArcGIS Spatial Analyst PBC#: n/a

Division: Operations - Intelligence Command IPB#: _____

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

☐ ☒ AM Copy of draft Procurement Business Case

☒ ☐ AM MRF with:

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | appropriate approvals (including Budget) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | master contract number |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPB posting # (for all P&A, & other purchases >\$9,999.99) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | PBC # |

☒ ☐ AM Procurement Justification Form with appropriate Division approval

☐ ☒ AM Sole Source Justification Form with approvals

☐ ☒ AM OMB approval of IT hardware over \$5000 (attach to PBC)

☒ ☒ AM Screen print from small business database or approved small business waiver

☐ ☒ AM Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC)

☒ ☐ AM All vendor responses to request for quote (if over \$9,999.99) (attach to PBC)

☒ ☐ AM Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)

☐ ☒ AM Specifications (if CMS will be bidding, to be entered into IGPS)

☐ ☒ AM ELFAR

☐ ☒ AM Cost Justification form with signatures (for printing devices)

☐ ☒ AM Surplus Property form (for printing devices)

☐ ☒ AM Other documents _____

Contact

Name: Aaron Schroeder

Phone #: 558-2370

Date: 12/20/16



IL'

*c-mail
→ A.S.
12/28/16
? quotes*

.E SLIP

Division	Division of Operations, _____ and _____			
Subject	ESRI ArcGIS Spatial Ana. _____ Procurement Packet			
Return To	Ms. Adria Martin			
Date	Signature	Concur (Y/N)	Concur with exception	Next Action or Approved/Denied
12/20/16	Lt. Darrell Aders <i>D. Aders</i>	Y		Chief Aaron Kustermann
<i>12/20/16</i>		<i>Y</i>		Lt. Colonel Jamal Simington
<i>12/21/16</i>		<i>Y</i>		Colonel Tad Williams
<i>12/21/16</i>		<i>Y</i>		

Comments:

Attached for review and signature is the procurement packet for an ESRI ArcGIS Spatial Analyst License. This procurement will be funded by the COPS Grant (CC629).

ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

AN 19-0098

To ISP Fiscal 8/17/18
To Budget AUG - 7
FY: 19 Date: 7/24/2018

Division Head Name	Division: Initials	Supervisor's Approval: Name	Initials	Requested By: Name	Initials
Colonel Mark Peyton	<i>MP</i>	Chief Aaron Kustermann	<i>AK</i>	Lt. Darrell Aders	<i>DA 4736</i>

NOTE: Supplies/Services under the current small purchase threshold OR within the established Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check established categories and registered vendors: http://www.scll2.illinois.gov/bcp/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	ArcGIS Desktop Basic Concurrent Use Primary Maintenance, Material #87194	1	each	\$700.00	\$700.00
	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance, Material #87195	3	each	\$500.00	\$1,500.00
	Quote #25855758				
	Master Contract # CMS7972640				
	Bid Buy Req./PBC #: 19-493ISP-OPERA-R-12713				
	Account Code: [REDACTED]				
	Minor Object Code: 1284				
				TOTAL	\$2,200.00

FISCAL
AUG 21 2018
ISP

Summary of need and impact to other entities:

Project Name:	ESRI ArcGIS (FY19)	Term of Services:	07/01/2018 - 06/30/2019
Was item budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If No, please justify:		
Specifications attached?:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contract attached?:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SBSA Vendor used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A If No, SBSA Waiver attached?	<input type="checkbox"/> Yes	

<p>SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute, ADDRESS: P.O. Box 741076 CITY, STATE, ZIP: Los Angeles, CA 90074-1076 FEIN: [REDACTED]</p> <p>NAME: ADDRESS: CITY, STATE, ZIP: FEIN:</p>	<p>SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49360-AQ BILL TO CODE: 49360-AQ LOCATION: 2200 S Dirksen Pkwy, Springfield, IL ATTENTION: Adria Martin TELEPHONE: (217) 782-3735 COST CENTER CODE: 682/ line 5</p> <p>FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory</p> <p>Analyst Approval: [REDACTED]</p> <p>Date: [REDACTED]</p>
--	---

Procurement Justification Form

Date: 07/24/18

PBC: N/A

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☒ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☐ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

ArcGIS software is used by intelligence analysts to map crime data and analyze information for trends/patterns. It also integrates with i2 Analyst Notebook visual investigative analysis software used by Statewide Terrorism and Intelligence Center (STIC) personnel. The maintenance agreement provides for one year of unlimited technical support and software updates. Failure to continue the licensing support would jeopardize the ability of STIC personnel to share information with local, state, and federal partners which is vital to identifying and preventing terrorist activities which could be life threatening to the citizens of Illinois.

Please explain why this procurement can not be delayed until the next Fiscal Year:

This purchase is critical for sharing intelligence information with private sector, public health, fire safety, and other law enforcement partners. If this software maintenance is not purchased, analysts will not be able to provide support vital to identifying possible threats which could allow terrorist to go undetected endangering the life, health and/or safety of the citizens of Illinois.



Director's Office Approval
(for purchases over the small
purchase threshold)



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/23/2018
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-557-4710

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25855758
Document Date: 07/23/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Date: 07/23/2018**Quotation Number:** 25855758**Contract Number:** 2011MPA3795

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	700.00	700.00
1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	1,500.00
			Item Subtotal	2,200.00
			Estimated Tax	0.00
			Total	USD 2,200.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/23/2018

Quotation Number: 25855758

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

{ROBERTSONS}



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/23/2018	Quotation No: 25855758	Customer No: 120855	Contract No: 2011MPA3795
Item	Qty	Material#	Unit Price Extended Price

Name (Please Print)

Title

[ROBERTSONS]

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI ArcGIS PBC/Contract #: CMS7972640 Term: 07/01/2018 - 06/30/2019 Amount: \$2,200.00

Work Location: Illinois State Police/Statewide Terrorism & Intelligence Center Date of Vacancy (if applicable): _____

Scope of Services: ESRI maintenance affords the unit to keep abreast of the latest technology developments through activation and downloads of free software patches, hot fixes, service packs and software upgrades.

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

I. AFSCME-Bargaining Unit Work- Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ Time Limited Work – Work based on one of the following exceptions:

- a. ☐ **Emergency Work** – consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- b. ☐ **Temporary or Seasonal Work** – consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- c. ☐ **No Appropriate Eligible List** – consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ Specialized Professional – The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ Time Limited Projects - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ Sub-contracting: Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ Written waiver obtained from Council 31 for exceeded time frames set forth in #1)1. _____
(date)

6. ☐ Renewal of an existing contract, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

II. ☒ Non-AFSCME Bargaining Unit Work – Same or comparable work is not arguably performed by bargaining unit employees as determined by the _____, Bureau of Personnel or Division of Labor Relations.

LR Administrator Signature _____

Date 7/10/2018

ISP - Illinois State Police

P.O. Date: 8/8/2018

Purchase Order

Release Order Number

18-448DOIT-INFOT-P-697:
24

Master Contract? Y
Master Con/Ref #:
Contract/PO #: CMS7972640

V E N D O R	Vendor Number: V00007391
	Environmental Systems Research Institute, Inc.
	380 New York Street
	Redlands, CA 92373-8100 Service@esri.com (909) 307-3082

S H I P T O	Adria Martin
	2200 South Dirksen Parkway
	Suite 238
	Springfield, IL 62703
	US Email: adria_martin@isp.state.il.us (217) 782-3735

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order exceeding \$20,000:
--Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
--Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy.

PURCHASE ORDER REQUIREMENTS - OTHER PURCHASING ENTITIES

--Please see specific requirements provided by the purchasing entity.

B I L L T O	Adria Martin
	2200 South Dirksen Parkway
	Suite 238
	Springfield, IL 62703
	US Email: adria_martin@isp.state.il.us (217) 782-3735

Shipping Method:				Freight Terms:				
Shipping Terms:				Payment Terms: NA				
Solicitation (Bid) No.: N/A				Delivery Calendar Day(s) A.R.O.: 0				
Release Begin Date:				Release End Date:				

Item # 1								
Class-Item 208-82								
Primary Maintenance for ArcGIS Desktop Basic Concurrent Use License								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 700.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 700.00

Item # 2								
Class-Item 208-82								
Secondary Maintenance for ArcGIS Desktop Basic Concurrent Use License								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
3.00	\$ 500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,500.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 2,200.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and Information. The undersigned agree to the Terms and Conditions of this agreement.

OFFICIAL SIGNATURES.

Vendor Name: _____

Signature: _____

Printed Name: _____

Title: _____

Phone #: _____

Email: _____

Date: _____

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity: _____

Official Signature: _____

Printed Name: _____

Title: _____

Designee Signature: _____

Printed Name: _____

Title: _____

Date: _____

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY

Obligation # (if applicable): _____

Release off Statewide Master Contract? Yes ___ No ___

Master Contract Obligation # (if applicable): _____

Acq. Type: _____ Source Sel. Method: _____

Using Agency Funding Source: _____

Detailed Expenditure Object Code: _____

Approp. Acct Code: _____

Award Code: _____

Original Proc. Method: _____

Subcontractors Disclosed: _____

Subcontractors Utilized: _____

Publication Date: _____ Financing Needed: _____

IPG Cert/Disclosure Yes ___ No ___

APPROVED

By: Adria Martin

Phone#: (217) 782-3735

BUYER

Illinois Chief Procurement Officer

Vendor Suspensions & Debarments

As of 8/1/2018

CPO General Services:
None

CPO Higher Education:
Stephen Sweet - Abatement Management Inc.

CPO Department of Transportation:
None

CPO Capital Development Board:
None

Material Request Form (MRF) - CHECKLIST

Project Title: ESRI - ArcGIS

BidBuy Req#: R-12713

ISP Division: Operations - Intel Command

IPB#: _____

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input checked="" type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Copy of draft Procurement Business Case |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>dm</u> | MRF with: |
| | <input checked="" type="checkbox"/> | | YES |
| | <input type="checkbox"/> | | N/A |
| | <input checked="" type="checkbox"/> | | appropriate approvals (including Budget) |
| | <input checked="" type="checkbox"/> | | master contract number CMS7972640 |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPB posting # (for all P&A, & other purchases > the Small Purchase level) |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | PBC # |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>dm</u> | Procurement Justification Form with appropriate Division approval |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Sole Source Justification Form with approvals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Screen print from small business database or approved small business waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>dm</u> | All vendor responses to request for quote (attach to PBC) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>dm</u> | Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Specifications (if CMS will be bidding, to be entered into IGPS) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Cost Justification form with signatures (for printing devices) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Surplus Property form (for printing devices) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>dm</u> | Acknowledgement that the various CPO (count 4) suspensions / disbarments websites have been checked to verify Vendor is not currently listed |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>dm</u> | Other documents _____ |

Contact

Name: Adria Martin

Phone #: (217) 782-3735

Date: 07/24/2018



Fw: Red Dot MRFs

Matthew Buchanan 11 Christopher Demeroukas
Adria Martin

08/08/2018 02:37 PM

Sir

You are up for approval on the three below. For some reason BB has not been sending the notices. Maybe backed up?

Thank you,

Matthew L. Buchanan

Illinois State Police
Division of Operations
801 S. 7th Street, Suite 300N
Springfield, IL 62703
Telephone 217-524-6891

----- Forwarded by Matthew Buchanan/ILStPolice on 08/08/2018 02:36 PM -----

From: Adria Martin/ILStPolice
To: Matthew Buchanan/ILStPolice@ILSTPOLICE
Date: 08/08/2018 02:06 PM
Subject: Re: Red Dot MRFs

These have all had the MRFs added and approval has been started. Thank you.

R-13477 - Apple Watches
R-12713 - ESRI ArcGIS
R-12723 - MacBooks

Adria A. Martin

Illinois State Police
Statewide Terrorism & Intelligence Center
(217) 782-3735

Matthew Buchanan Please attached approved MRF to their respecti...

08/08/2018 01:44:20 PM

From: Matthew Buchanan/ILStPolice
To: Adria Martin/ILStPolice@ILSTPOLICE
Date: 08/08/2018 01:44 PM
Subject: Red Dot MRFs

Please attached approved MRF to their respective Reqs and start approval.
[attachment "MacBook MRF.pdf" deleted by Adria Martin/ILStPolice] [attachment "ArcGIS Desktop MRF.pdf" deleted by Adria Martin/ILStPolice] [attachment "Apple Watch MRF.pdf" deleted by Adria Martin/ILStPolice]
Thank you,

Matthew L. Buchanan

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 19 Date: 8/30/2018

Division Head <u>Name</u>	Division: <u>Initials</u>	Supervisor's Approval: <u>Name</u>	<u>Initials</u>	Requested By: <u>Name</u>	<u>Initials</u>
Colonel Mark Peyton	MPD	Chief Aaron Kustermann	AK	Lt. Durrell Aders	DA

NOTE: Supplies/Services under the current small purchase threshold OR within the established Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check established categories and registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached	Quantity	Unit	Unit Price	Total Cost
	<p><i>Request ALU #</i></p> <p>Insights for ArcGIS (for use with Enterprise) License</p> <p align="center" style="font-size: 1.5em;"><i>AN19-0215</i></p> <p align="center" style="font-size: 1.5em;">FISCAL</p> <p align="center">OCT 30 2018</p> <p align="center" style="font-size: 1.5em;">ISP</p> <p>Bid Buy Req /PBC #: 19-1931SP-OPERA-R-15888</p> <p>Account Code: [REDACTED]</p> <p>Minor Object Code 1284</p>	5	each	\$500.00	\$2,500.00
				TOTAL	

Summary of need and impact to other entities

Project Name	Insights for ArcGIS	Term of Services	one-time purchase
Was item budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If No, please justify		
Specifications attached?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contract attached?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SBSA Vendor used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	If No, SBSA Waiver attached?	<input type="checkbox"/> Yes

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute, Inc</p> <p>ADDRESS: 380 New York St</p> <p>CITY, STATE, ZIP: Redlands, CA 92373-8100</p> <p>FEIN: [REDACTED]</p> <p>NAME:</p> <p>ADDRESS:</p> <p>CITY, STATE, ZIP:</p> <p>FEIN:</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49360-AQ</p> <p>BILL TO CODE: 49360-AQ</p> <p>LOCATION: 2200 S Dirksen Pkwy, Springfield, IL</p> <p>ATTENTION: Adria Martin</p> <p>TELEPHONE: (217) 782-3735</p> <p>COST CENTER CODE: 682/ line 13</p> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory: [REDACTED]</p> <p>Analyst Approval: [REDACTED]</p> <p>Date: [REDACTED]</p>
---	--

Procurement Justification Form

Date: 08/30/18

PBC: R-15888

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☒ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

1. This software is used to analyze large data sets, both spatially and non-spatially, that would normally take many people-hours to complete. The analysis will be used to identify possible suspects, crime trends, locations of activity concerning public safety, time of day and day of week analysis, etc. This is critical to the safety of the citizens of Illinois by providing data to law enforcement officers and public safety officials information to help them make decisions on how to protect the citizens of Illinois.

4. This procurement is being purchased with Homeland Security Grant funds, and is critical to the Illinois State Police and the Statewide Terrorism & Intelligence Center. The purchase is time sensitive due to the expiration of the grant, which is June 30, 2019.

Please explain why this procurement can not be delayed until the next Fiscal Year:

There is money allocated in the Homeland Security Grant for this purchase, specifically to work on large criminal and public safety data sets. If it is not purchased in this fiscal year we will either have to reallocate the funding, or forgo the purchase.



Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 08/29/2018 To: 11/27/2018

Quotation # 20535828

Date: August 29, 2018

Customer # 120855 Contract #

State of Illinois
Illinois State Police
801 S 7th St Ste 300M
Springfield, IL 62703-2487

ATTENTION: Jack Matthews
PHONE: (217) 557-4710
FAX: (217) 524-8775

Material	Qty	Description	Unit Price	Total
154332	5	Insights for ArcGIS in ArcGIS Enterprise Term License	500.00	2,500.00
			Item Total	2 500.00
			Subtotal	2,500.00
			Sales Tax	0.00
			Estimated Shipping & Handling(2 Day Delivery)	0.00
			Contract Pricing Adjust	0.00
			Total:	\$2,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program

For questions contact: Michelle DeBoves

Email: mdeboves@esri.com

Phone: (909) 793-2853 x2679

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: Insights for ArcGIS PBC/Contract #: R-15888 Term: One-time purchase Amount: \$2,500

Work Location: Statewide Terrorism & Intelligence Center Date of Vacancy (if applicable) n/a

Scope of Services: Insights communicates with the ESRI Enterprise leveraging familiar GIS tools for summarization, aggregation, statistics, analysis and more

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

- I. **AFSCME-Bargaining Unit Work** - Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ **Time Limited Work** - Work based on one of the following exceptions:

- a. ☐ **Emergency Work** - consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- b. ☐ **Temporary or Seasonal Work** - consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- c. ☐ **No Appropriate Eligible List** - consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** - The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31

(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31

(date)

4. ☐ **Sub-contracting**: Written notice provided to Council 31 Pursuant to Article XXIX on _____

(date)

5. ☐ **Written waiver** obtained from Council 31 for exceeded time frames set forth in #1)1. _____

(date)

6. ☐ **Renewal of an existing contract**, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____

(date)

- II. ☒ **Non-AFSCME Bargaining Unit Work** - Same or comparable work is not arguably performed by bargaining unit employees as determined by the agency's Bureau of Personnel or Division of Labor Relations.

LR Administrator Signature

[Redacted Signature]

Date

9/4/2018

Illinois Chief Procurement Officer

Vendor Suspensions & Debarments

As of 9/1/2018

CPO General Services
None

CPO Higher Education.
Stephen Sweet - Abatement Management Inc.

CPO Department of Transportation:
None

CPO Capital Development Board:
None

IPB#: n/a

Date: 08/30/2018

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 20 Date: 4/9/2019

Division Head <u>Name</u>	Division: <u>Initials</u>	Supervisor's Approval: <u>Name</u>	<u>Initials</u>	Requested By: <u>Name</u>	<u>Initials</u>
Colonel Mark Peyton	MMP	Chief Aaron Kustermann	AK	Lt. Darrell Aders	DLA 4336

NOTE: Supplies/Services under the current small purchase threshold OR within the established Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check established categories and registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	ArcGIS Desktop Basic Concurrent Use Primary Maintenance, Material #87194	1	each	\$700.00	\$700.00
	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance, Material #87195	3	each	\$500.00	\$1,500.00
	Quote #25896542				
	Master Contract # 18-448DOIT-INFOT-P-697				
	Bid Buy Req. #: R-34190				
	Account Code: [REDACTED]				
	Minor Object Code: 1284				
				TOTAL	\$2,200.00

Summary of need and impact to other entities:

Project Name: ESRI ArcGIS Maintenance(FY20) Term of Services: 07/01/19 - 06/30/20

Was item budgeted? ☒ Yes ☐ No - If No, please justify:
 Specifications attached?: ☐ Yes ☒ No Contract attached?: ☐ Yes ☒ No
 SBSA Vendor used? ☐ Yes ☐ No ☒ N/A If No, SBSA Waiver attached? ☐ Yes

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute, ADDRESS: P.O. Box 741076 CITY, STATE, ZIP: Los Angeles, CA 90074-1076 FEIN: [REDACTED]</p> <p>NAME: ADDRESS: CITY, STATE, ZIP: FEIN:</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49360-AQ BILL TO CODE: 49360-AQ LOCATION: 2200 S Dirksen Pkwy, Springfield, IL ATTENTION: Adria Martin TELEPHONE: (217) 782-3735 COST CENTER CODE: CC678 line 5</p> <hr/> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory</p> <p>Analyst Approva: <i>SMG</i> Date: 4.11.19</p>
---	---

Procurement Justification Form

Date: 04/09/19

Req. #: R-34190

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☒ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☐ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

ArcGIS software is used by intelligence analysts to map crime data and analyze information for trends/patterns. It also integrates with i2 Analyst Notebook visual investigative analysis software used by Statewide Terrorism and Intelligence Center (STIC) personnel. The maintenance agreement provides for one year of unlimited technical support and software updates. Failure to continue the licensing support would jeopardize the ability of STIC personnel to share information with local, state, and federal partners which is vital to identifying and preventing terrorist activities which could be life threatening to the citizens of Illinois.

Please explain why this procurement can not be delayed until the next Fiscal Year:

This purchase is critical for sharing intelligence information with private sector, public health, fire safety, and other law enforcement partners. If this software maintenance is not purchased, analysts will not be able to provide support vital to identifying possible threats which could allow terrorist to go undetected endangering the life, health and/or safety of the citizens of Illinois.


Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/533
Fax #: 909-307-3083

Quotation

Date: 04/02/2019**Quotation Number:** 25896542**Contract Number:** 304522

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2019 End Date: 06/30/2020	700.00	700.00
1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2019 End Date: 06/30/2020	500.00	1,500.00
Item Subtotal				2,200.00
Estimated Tax				0.00
Total				USD 2,200.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

Illinois Chief Procurement Officer

Vendor Suspensions & Debarments

As of 04/02/2019

CPO General Services:

National Roofing Corporation

CPO Higher Education:

Stephen Sweet - Abatement Management Inc.

CPO Department of Transportation:

None

CPO Capital Development Board:

None

Material Request Form (MRF) - CHECKLIST

Project Title: FY20 ESRI ArcGIS Maintenance

REQ#: R-34190

ISP Division: Operations – Intel Command

IPB#: n/a

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|---|-------------------------------------|---|
| <input checked="" type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

☐ ☒ dm Copy of draft Procurement Business Case

☒ ☐ dm MRF with:

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | appropriate approvals (including Budget) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | master contract number |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPB posting # (for all P&A, & other purchases > the Small Purchase level) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | REQ # R-34190 |

\$2200

☒ ☐ dm Procurement Justification Form with appropriate Division approval

☐ ☒ dm Sole Source Justification Form with approvals

☐ ☒ dm Screen print from small business database or approved small business waiver

☐ ☒ dm Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC)

☒ ☐ dm All vendor responses to request for quote (attach to PBC)

☐ ☒ dm Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)

☐ ☒ dm Specifications (if CMS will be bidding, to be entered into IGPS)

☐ ☒ dm Cost Justification form with signatures (for printing devices)

☐ ☒ dm Surplus Property form (for printing devices)

☒ ☐ dm Acknowledgement that the various CPO (count 4) suspensions / disbarments websites have been checked to verify Vendor is not currently listed

☐ ☐ dm Other documents _____

Contact




Name: Adria Martin

Phone #: (217) 782-3735

Date: 04/10/19

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

To Budget **AUG - 7**
FY: 19 Date: 7/24/2018





Division Head <u>Name</u>	Division: <u>Initials</u>	Supervisor's Approval: <u>Name</u>	<u>Initials</u>	Requested By: <u>Name</u>	<u>Initials</u>
Colonel Mark Peyton		Chief Aaron Kustermann		Lt. Darrell Aders	

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	ArcGIS Desktop Basic Concurrent Use Primary Maintenance, Material #87194	1	each	\$700.00	\$700.00
	ArcGIS Desktop Basic Concurrent Use Secondary Maintenance, Material #87195	3	each	\$500.00	\$1,500.00
	Quote #25855758				
	Master Contract # CMS7972640				
	Bid Buy Req./PBC #: 19-493ISP-OPERA-R-12713				
	Account Code: 904-49360-1900-00-00				
	Minor Object Code: 1284				
				TOTAL	\$2,200.00

Summary of need and impact to other entities:

Project Name:	ESRI ArcGIS (FY19)	Term of Services:	07/01/2018 - 06/30/2019
Was item budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If No, please justify:		
Specifications attached?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contract attached?:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SBSA Vendor used?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	If No, SBSA Waiver attached?	<input type="checkbox"/> Yes

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute, ADDRESS: P.O. Box 741076 CITY, STATE, ZIP: Los Angeles, CA 90074-1076 FEIN: </p> <p>NAME: ADDRESS: CITY, STATE, ZIP: FEIN:</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49360-AQ BILL TO CODE: 49360-AQ LOCATION: 2200 S Dirksen Pkwy, Springfield, IL ATTENTION: Adria Martin TELEPHONE: (217) 782-3735 COST CENTER CODE: 682/ line 5</p> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory: </p> <p>Analyst Approval: </p> <p>Date: </p>
--	--

Procurement Justification Form

Date: 07/24/18

PBC: N/A

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☒ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
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List the criteria # along with detailed justification below:

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Please explain why this procurement can not be delayed until the next Fiscal Year:

This purchase is critical for sharing intelligence information with private sector, public health, fire safety, and other law enforcement partners. If this software maintenance is not purchased, analysts will not be able to provide support vital to identifying possible threats which could allow terrorist to go undetected endangering the life, health and/or safety of the citizens of Illinois.



Director's Office Approval
(for purchases over the small
purchase threshold)



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/23/2018
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-557-4710

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25855758
Document Date: 07/23/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Date: 07/23/2018**Quotation Number:** 25855758**Contract Number:** 2011MPA3795

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
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1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	1,500.00
			Item Subtotal	2,200.00
			Estimated Tax	0.00
			Total	USD 2,200.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

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Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/23/2018

Quotation Number: 25855758

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

{ROBERTSONS}



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/23/2018

Quotation No: 25855758

Customer No: 120855

Contract No: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

Name (Please Print)

Title

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI ArcGIS PBC/Contract #: CMS7972640 Term: 07/01/2018 - 06/30/2019 Amount: \$2,200.00

Work Location: Illinois State Police/Statewide Terrorism & Intelligence Center Date of Vacancy (if applicable): _____

Scope of Services: ESRI maintenance affords the unit to keep abreast of the latest technology developments through notification and downloads of free software patches, hot fixes, service packs and software upgrades

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

I. **AFSCME-Bargaining Unit Work**- Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ **Time Limited Work** – Work based on one of the following exceptions:

- a. ☐ **Emergency Work** – consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- b. ☐ **Temporary or Seasonal Work** – consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- c. ☐ **No Appropriate Eligible List** – consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** – The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ **Sub-contracting**: Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ **Written waiver** obtained from Council 31 for exceeded time frames set forth in #1)1. _____
(date)

6. ☐ **Renewal of an existing contract**, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

II. ☒ **Non-AFSCME Bargaining Unit Work** – Same or comparable work is not arguably performed by bargaining unit employees as determined by _____ Personnel or Division of Labor Relations.

LR Administrator Signature _____

Date 7/30/2018

REQUISITION

Printed: 08/07/2018

ISP - Illinois State Police
 Illinois State Police
 801 South 7th Street
 Springfield, IL 62703

Date: 08/07/2018	Requisition No.
Required Date: 02/31/2018	19-493ISP-OPERA-R-12713

Adria Martin
 S 2200 South Dirksen Parkway
 H Suite 238
 I Springfield, IL 62703
 P Email: adria_martin@isp.state.il.us
 T Phone: 2177823735
 O

Adria Martin
 S 2200 South Dirksen Parkway
 H Suite 238
 I Springfield, IL 62703
 P Email: adria_martin@isp.state.il.us
 T Phone: 2177823735
 O

Requesting Department		Requestor		Phone #		Requisition Type	
Operations		Matthew Brennan		(217) 782-3735		Release	
Item	Class-Item and Description			Quantity	Unit	Unit Price	Total
1.00	Primary Maintenance for ArcGIS Desktop Basic			1.00	EA	\$ 700.00	\$ 700.00
	LN/FY/Account Code Dollar Amount 1.000 / 19 / NOT APPLICABLE \$ 700.00						
2.00	Secondary Maintenance for ArcGIS Desktop Basic			3.00	EA	\$ 500.00	\$ 1,500.00
	LN/FY/Account Code Dollar Amount 2.000 / 19 / NOT APPLICABLE \$ 1,500.00						
						SubTotal:	\$ 2,200.00
						Tax:	\$ 0.00
						Discount:	\$ 0.00
						TOTAL:	\$ 2,200.00

Illinois Chief Procurement Officer

Vendor Suspensions & Debarments

As of 8/1/2018

CPO General Services:
None

CPO Higher Education
Stephen Sweet - Abatement Management Inc.

CPO Department of Transportation:
None

CPO Capital Development Board:
None

Material Request Form (MRF) - CHECKLIST

Project Title: ESRI - ArcGIS

BidBuy Req#: R-12713

ISP Division: Operations – Intel Command

IPB#: _____

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input checked="" type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

- | | | | |
|-------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Copy of draft Procurement Business Case |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>cdm</u> | MRF with: |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | YES N/A appropriate approvals (including Budget) |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> | master contract number CMS7972640 |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPB posting # (for all P&A, & other purchases > the Small Purchase level) |
| | <input type="checkbox"/> | <input checked="" type="checkbox"/> | PBC # |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>cdm</u> | Procurement Justification Form with appropriate Division approval |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Sole Source Justification Form with approvals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Screen print from small business database or approved small business waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>cdm</u> | All vendor responses to request for quote (attach to PBC) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>cdm</u> | Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Specifications (if CMS will be bidding, to be entered into IGPS) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Cost Justification form with signatures (for printing devices) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Surplus Property form (for printing devices) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>cdm</u> | Acknowledgement that the various CPO (count 4) suspensions / disbarments websites have been checked to verify Vendor is not currently listed |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>cdm</u> | Other documents _____ |

Contact

Name: Adria Martin

Phone #: (217) 782-3735

Date: 07/24/2018

CPO - General Services

Procurement Justification Form

Procurement Justification

Programmatic Objective

The Illinois State Police (ISP) intends to procure support and maintenance for the Environmental Systems Research Institute (ESRI) software used for various geographical representation environment. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities.

Describe what it is that you intend to procure (software, hardware, services, maintenance, etc.) including quantity if relevant. Describe business need for the procurement, and how the procurement will meet objectives of your agency and the State. Please make sure to spell out acronyms. Explain the potential consequences if this procurement is not approved. If other than one-time purchase, explain solicitation method, pricing structure (hourly, per item, not-to-exceed, etc.).

Economic Justification

An order against the master contract is the appropriate procurement approach. By utilizing the master contract, it is anticipated that the best possible pricing will be received for this product. There are no additional procurements/expenditures that will be processed separately or in conjunction with this procurement.

Describe the economic benefit for the procurement approach selected and anticipated return on investment. Describe consequences if different method is used to procure good or service. Indicate any additional procurement expenditures that will be processed separately in support of, or in conjunction with, this procurement including such items as implementation, installation, increased maintenance or support, etc. If method other than solicitation, indicate price breakout including hourly rate if applicable.

History/Background

ESRI software has been utilized by ISP for over 10 years. The current contract for annual maintenance and support expires on June 30, 2018. This procurement is not subject to Small Business Set-Aside, Business Enterprise Program or Veteran's Business Program.

State how business need is currently being met, if applicable. Indicate if this is a new initiative, replacement or expansion of existing system or contract, or a continued need which is procured yearly or quarterly, etc. If renewal or amendment, indicate Purchase Order # of previous procurement and contract term of existing contract. If replacing previous contract, explain if contract expired with no renewal options remaining, or choosing not to execute remaining renewal, and why. If bid in previous years, indicate the procurement approach used, any changes to previous solicitation requirements, and the results of previous bid (were there multiple bids?) Indicate if procurement is subject to Small Business Set-Aside, Business Enterprise Program or Veteran's Business Program and, if yes, whether a waiver will be sought.

Impact if Project is Not Completed

The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities. If the ISP can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

What Special Condition, if Any, is Applicable to Your Procurement?

None

What Special Condition, if Any, is Applicable to Your Procurement?

N/A

Provide the explicit rationale for brand name, (such as system compatibility, TCO maintenance costs, existing expertise). Detail emergency criteria permitted by the Illinois Procurement Code. Give detailed rationale for emergency procurement. Provide explicit rationale for no-bid award for the State Use program and detail cost differential for using State Use vendors for the life of the program. Be as specific as possible.



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/23/2018
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-557-4710

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25855758
Document Date: 07/23/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Date: 07/23/2018**Quotation Number:** 25855758**Contract Number:** 2011MPA3795**Send Purchase Orders To:**

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Attn: Jack Matthews**Customer Number:** 120855**For questions regarding this document, please contact Customer Service at 888-377-4575.**

Item	Qty	Material#	Unit Price	Extended Price
10	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	700.00	700.00
1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	1,500.00
Item Subtotal				2,200.00
Estimated Tax				0.00
Total				USD 2,200.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson**Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/23/2018

Quotation Number: 25855758

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

[ROBERTSONS]



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/23/2018	Quotation No: 25855758	Customer No: 120855	Contract No: 2011MPA3795	
Item	Qty	Material#	Unit Price	Extended Price

Name (Please Print)	Title
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Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/02/2019
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-557-4710

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25896542
Document Date: 04/02/2019

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

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<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Date: 04/02/2019**Quotation Number:** 25896542**Contract Number:** 304522

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews

Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

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1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2019 End Date: 06/30/2020	500.00	1,500.00
Item Subtotal				2,200.00
Estimated Tax				0.00
Total				USD 2,200.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 2

Date: 04/02/2019

Quotation Number: 25896542

Contract Number: 304522

Item Qty Material#

Unit Price

Extended Price

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[ROBERTSONS]



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Redlands, CA 92373
Phone: 888-377-4575/1533
Fax #: 909-307-3083

Quotation

Page 3

Date: 04/02/2019 **Quotation No:** 25896542 **Customer No:** 120855 **Contract No:** 304522

Item	Qty	Material#	Unit Price	Extended Price
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In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title



FW: Esri Quote # 25730632

Shannon Robertson to: Aaron_Schroeder@isp.state.il.us

05/26/2016 05:28 PM

1 attachment



Esri_Quotation_25730632.pdf

Hi Aaron -

Thank you for your email. I have confirmed that the cost quoted for maintenance in the attached document, will not change with the new master contract.

Please let me know if you have any additional questions.

Thanks,
Shannon

Shannon Robertson | Customer Service Representative
Esri Customer Service | 380 New York St. | Redlands, CA 92373 | USA
T 888-377-4575, ext.1-1533 | F 909-307-3038
srobertson@esri.com | esri.com

-----Original Message-----

From: Aaron_Schroeder@isp.state.il.us [mailto:Aaron_Schroeder@isp.state.il.us]
Sent: Thursday, May 26, 2016 11:54 AM
To: Charlotte Jordan <cjordan@esri.com>
Subject: Esri Quote # 25730632

Good Afternoon.

Will the price quote provided to ISP be the same amount under the new master contract?

I know Central Management Services (CMS) is workign on a new master contract with ESRI.

Thank you,

Aaron Schroeder
Illinois State Police
Information Services Bureau
Phone: 217-558-2370
Cell: 217-891-2569
Fax: 217-558-0843



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 05/23/2016
To: Aaron Schroeder
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-782-5870
From: Shannon Robertson
Fax #: **Phone #:** 909-793-2853 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25730632
Document Date: 03/31/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533

Quotation

Date: 03/31/2016**Quotation Number:** 25730632**Contract Number:** 2011MPA3795

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Aaron Schroeder
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
2010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	400.00	400.00
3010	2	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	300.00	600.00
5010	1	108562 Esri Developer Network (EDN) Standard Term License Start Date: 07/01/2016 End Date: 06/30/2017	1,451.00	1,451.00
6010	1	112390 ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	2,500.00	2,500.00
7010	1	134779	2,500.00	2,500.00

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[CRUMPTON]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533**Quotation**

Page 2

Date: 03/31/2016**Quotation Number:** 25730632**Contract Number:** 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2016 End Date: 06/30/2017		
8010	1	134888	1,250.00	1,250.00
		ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 07/01/2016 End Date: 06/30/2017		
9010	2	115680	5,000.00	10,000.00
		ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2016 End Date: 06/30/2017		
9020	2	109839		
		ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2016 End Date: 06/30/2017		
9030	2	109840		
		ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2016 End Date: 06/30/2017		
9040	1	52384	3,000.00	3,000.00
		ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017		
9050	1	52385	1,200.00	1,200.00
		ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017		

Item Subtotal	22,901.00
Estimated Tax	0.00
Total	\$ 22,901.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CRUMPTON A]

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533

Quotation

Page 3

Date: 03/31/2016

Quotation Number: 25730632

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

*The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.*

1	99818	2,000.00	2,000.00
	Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents		
1	99946	2,420.00	2,420.00
	Esri Developer Network (EDN) Optional at Esri Site 5 Days per Seat Instructor Led Training		

**esri**[®]380 New York Street
Redlands, CA 92373
Phone 909-793-2853/1533**Quotation**

Page 4

Date: 03/31/2016	Quotation No: 25730632	Customer No: 120855	Contract No: 2011MPA3795
Item	Qty	Material#	Unit Price Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CRUMPTONA]

Audit Date MAY - 3 2016

Review Date MAY 3 2016

Date To Grants MAY 3 2016

ISP13

FY16

LAST MODIFIED: 04/25/16

FINAL DELIVERY: 06/30/16

0000310662

TIN: [REDACTED]

ENVIRONMENTAL SYSTEMS RESEARCH /
FILE 54630
LOS ANGELES, CA 90074-4630

✓ VOUCHER NO. : PT00881
VOUCHER DATE: 07-07-16
APPROPRIATION ACCT CODE:

49360 [REDACTED]
INVOICE NUMBER: 93108873
INVOICE DATE : 03/16/16
PROP. BILL DATE: 04/25/16

07/01/2015 06/30/2016 6200- VOUCHER AMOUNT: 2,200.00
CUSTOMER 120855 INVOICE 93108873 END USER 120855
CUSTOMER PO STIC69603072016 CONTRACT 2011MPA3795
ARCGIS FOR DESKTOP BASIC PRIMARY MAINTENANCE 10 software
ARCGIS FOR DESKTOP BASIC SECONDARY MAINTENANCE 1010

LINE 17

DETAIL	AMT.	OBLIGATION	AMT.
1284	2,200.00	00	2,200.00
TOTAL EXP	2,200.00	TOTAL OBL:	2,200.00

696 ✓ 1284 00 For Agency Use Only
2,200.00

PUBLIC SAFETY SHARED
SERVICES CENTER

APR 28 2016

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

ADRIA MARTIN
RECEIVING OFFICER/ENTRY USER

DATE

DARRELL ADERS
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 04/25/16

BY: MARTIAD

**esri®**

Invoice : 93108873 Document date : 03/16/2016
Order : 3050082 Delivery :
Customer : 120855 Contract : 2011MPA3795
Customer PO : STIC69603072016
P.O. Date : 03/07/2016
End User : 120855 State of Illinois
Project :

Phone: (909)793-2853

Bill to:

ATTN: Dora Tyrrell
State of Illinois
Police Dept
Statewide Terrorism & Intelligence Ctr
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

Invoice

Page : 1

Ship to:

ATTN: Dora Tyrrell
State of Illinois
Police Dept
Statewide Terrorism & Intelligence Ctr
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable,
Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
10	1	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	700.00
1010	3	87195 ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	1,500.00
Item Subtotal			2,200.00
Total:			USD 2,200.00

CC 695
LINE 17
1284

RECEIVED

APR 25 2016

Division of Operations



esri®

Invoice : 93108873 Document date : 03/16/2016
Order : 3050082 Delivery :
Customer : 120855 Contract : 2011MPA3795
Customer PO : STIC69603072016
P.O. Date : 03/07/2016
End User : 120855 State of Illinois
Project :

Phone: (909)793-2853

Invoice

Page : 2

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



esri®

Remit Payment to: Environmental Systems Research Institute, Inc.

By Check:
File 54630
Los Angeles, CA 90074-4630

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593 Acct# [REDACTED]
ACH ABA: 121000358 Acct# [REDACTED]

ATTN: Dora Tyrrell
State of Illinois
Police Dept
Statewide Terrorism & Intelligence
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

Invoice: 93108873 Document Date: 03/16/2016
Order: 3050082
Payer: 140719 Total: USD 2,200.00

Audit Date FEB 26 2016 *ju*

Review Date FEB 29 2016 *BB*

Date To Grants FEB 29 2016 *BB*

ISP13

FY16

LAST MODIFIED: 12/28/15

FINAL DELIVERY: 09/30/15 ✓

0000306526

TIN: [REDACTED] ✓

ENVIRONMENTAL SYSTEMS RESEARCH ✓
FILE 54630 *Institute Inc* ✓
LOS ANGELES, CA 90074-4630 ✓

VOUCHER NO. : PT 000008

VOUCHER DATE: MAR 14 2016

APPROPRIATION ACCT CODE:

INVOICE NUMBER: 93036897 ✓

INVOICE DATE : 09/30/15 ✓

PROP. BILL DATE: 10/02/15 ✓

09/25/2015 / 09/30/2015 / 6200 / VOUCHER AMOUNT: 52,500.00

CUSTOMER #120855, INV #93036897, P.O. #PBC92910

~~4 ARCCIS ONLINE LEVEL 3 PLANS~~

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOFTWARE SUPPORT
AND MAINTENANCE

Computer Software ✓

DETAIL *OK to Pay*
1284 / AMT. 52,500.00

OBLIGATION
PBC92910 AMT. 52,500.00

TOTAL EXP *PM* 52,500.00

TOTAL OBL: 52,500.00

629 / 1284 PBC92910 / For Agency Use Only
52,500.00

PUBLIC SAFETY SHARED
SERVICES CENTER

FEB 26 2016

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

[REDACTED]
HEATHER KNOPF
RECEIVING OFFICER/ENTRY USER

DATE DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

DATE

**esri®**

Invoice : 93036897
Order : 2990658
Customer : 120855
Customer PO : PBC92910
P.O. Date : 09/25/2015
End User : 120855
Project :

306506
Document date : 09/30/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Phone: (909)793-2853

Bill to:

Attn: Aaron Schroeder
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice

Page : 1
Ship to:
Attn: Aaron Schroeder
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
100	1	130575 ArcGIS Online Level 3 Plan; Includes Up to 100 Named Users and 17,500 Service Credits	17,500.00
110	1	130575 ArcGIS Online Level 3 Plan; Includes Up to 100 Named Users and 17,500 Service Credits	17,500.00
120	1	130575 ArcGIS Online Level 3 Plan; Includes Up to 100 Named Users and 17,500 Service Credits	17,500.00
Items total			52,500.00
Subtotal			52,500.00
Total:			USD 52,500.00



RECEIVED

OCT 02 2015

INFORMATION
SERVICES BUREAU



esri®

Phone: (909)793-2853

Invoice : 93036897
Order : 2990658
Customer : 120855
Customer PO : PBC92910
P.O. Date : 09/25/2015
End User : 120855
Project :

Document date : 09/30/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 2

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



esri®

Remit Payment to: Environmental Systems Research Institute, Inc.

By Check:
File 54630
Los Angeles, CA 90074-4630

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593 Acct# [REDACTED]
ACH ABA: 121000358 Acct# [REDACTED]

Attn: Aaron Schroeder
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice: 93036897 Document Date: 09/30/2015
Order: 2990658
Payer: 120855 Total: USD 52,500.00

ILLINOIS OFFICE OF THE COMPTROLLER

Please Fax to 217-782-3232

Email

FY16

PV MODIFICATION DOCUMENT

Modification ☒Re-edit ☐Deletion ☐Override ☐

VOUCHER #	PT00608
VENDOR #	
OBLIGATION #	PBC92910
VOUCHER TOTAL	\$52,500.00

AGENCY #	493 State Police
NAME	Linda
PHONE	(217) 557-6010 ext. 4442
DATE	03/18/2016

VENDOR INFORMATION

*** VENDOR TIN AND VENDOR NAME MAY NOT BE CHANGED AT THE SAME TIME ***

ORIGINAL

CORRECTION

TIN:
PAYEE NAME 1
PAYEE NAME 2
ADDRESS
CITY STATE ZIP

TIN:
PAYEE NAME 1
PAYEE NAME 2
ADDRESS
CITY STATE ZIP

DETAIL OBJECT CODES

ORIGINAL

CORRECTION

	DOC	AMOUNT
DOC #1		
DOC #2		
DOC #3		
DOC #4		
DOC #5		

	DOC	AMOUNT

TOTAL

\$0.00

OBLIGATIONS

ORIGINAL

CORRECTION

	OBLIGATION	LINE	AMOUNT
OB#1			
OB#2			
OB#3			

	OBLIGATION	LINE	AMOUNT

TOTAL

\$0.00

SERVICE DATES

DATE OF SERVICE - BEGINNING
DATE OF SERVICE - ENDING
ACTIVITY CODE

ORIGINAL

9/25/2015
9/30/2015

CORRECTION

7/1/2015
6/30/16

DESCRIPTION These charges were for the entire year.PUBLIC SAFETY SHARED
SERVICES CENTER

MAR 18 2016

FISCAL

OPERATIONS

Certification of receiving agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods or services meet all the required standards set forth in the purchase agreement or contract which this voucher relates, and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governor's Office of Management and Budget Act have been met.

IOC Use Only

Modifications Processed by: _____

Initials

ISP13

FY16

LAST MODIFIED: 01/21/16

FINAL DELIVERY: 06/30/16

0000307510

TIN: 952775732

VOUCHER NO. : D PA01537

VOUCHER DATE: 8/1/17

APPROPRIATION ACCT CODE:

ENVIRONMENTAL SYSTEMS RESEARCH

FILE 54630

LOS ANGELES, CA 90074-4630

INVOICE NUMBER: MULTI

INVOICE DATE : 07/31/15

PROP. BILL DATE: 08/11/15

07/01/2015 06/30/2016 6200

VOUCHER AMOUNT: 24,004.48

INVOICE #'S 93010990 93011068 CUSTOMER #120855

ORDER #2969194 CUSTOMER PO #PBC89719

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOFTWARE SUPPORT
AND MAINTENANCECOMPUTER SOFTWARE - ArcGIS Desktop advanced, Desktop basic,
ArcGIS for servers

DETAIL

AMT.

OBLIGATION

AMT.

1284

24,004.48

PBC89719

24,004.48

TOTAL EXP

24,004.48

TOTAL OBL:

24,004.48

440 1284 PBC89719

For Agency Use Only

24,004.48

PUBLIC SAFETY SHARED
SERVICE CENTER

FEB 16 2016

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

DATE

DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 01/22/16

BY: KNOPHEA

1, 10, 16, 22, 27



Invoice : 93010990
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Phone: (909)793-2853

Bill to:
ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

RECEIVED

AUG 11 2015

INFORMATION
SERVICES BUREAU

Invoice

Page : 1
Ship to:
ATTN: JACK MATTHEWS
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300m
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	3,000.00
1010	1	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	1,200.00
2010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	400.00
3010	2	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	600.00
4010	1	99818 Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	1,838.37
5010	1	99946 Esri Developer Network (EDN) Optional at Esri Site 5 Days per Seat Instructor Led Training	2,200.00
7010	1	112390 ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores	2,500.00

**esri®**

Invoice : 93010990
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Phone: (909)793-2853

Invoice

Page : 2

Item	Qty	Material Number	Price
		Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	
8010	1	134779 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 04/01/2016 End Date: 06/30/2016	621.58
9010	1	134888 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 04/01/2016 End Date: 06/30/2016	310.79
10010	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	10,000.00
10020	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2015 End Date: 06/30/2016	
10030	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2015 End Date: 06/30/2016	
Items total			22,670.74
Subtotal			22,670.74
Total:			USD 22,670.74



Phone: (909)793-2853

Invoice : 93010990
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 3

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

File 54630

Los Angeles, CA 90074-4630

Electronic Instructions:

Bank: Bank of America

Wire ABA: 026009593 Acct# 1496150335

ACH ABA: 121000358 Acct# 1496150335

ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

Invoice: 93010990 Document Date: 07/31/2015

Order: 2969194

Payer: 120855

Total: USD

22,670.74



Invoice : 93011068
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery : 81769421
Contract : 2011MPA3795

State of Illinois

Phone: (909)793-2853

Bill to:

ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

Invoice

Page : 1

Ship to:

ATTN: JACK MATTHEWS
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300m
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
6010	1	108562	1,333.74
		Esri Developer Network (EDN) Standard Term License	
		Items total	1,333.74
		Subtotal	1,333.74
		Total:	USD 1,333.74

RECEIVED

AUG 11 2015

INFORMATION
SERVICES BUREAU

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.
By Check:
File 54630
Los Angeles, CA 90074-4630

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593 Acct# [REDACTED]
ACH ABA: 121000358 Acct# [REDACTED]

ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

Invoice: 93011068 Document Date: 07/31/2015
Order: 2969194
Payer: 120855 Total: USD 1,333.74

Ungrund, Linda

From: CJ_Geist@isp.state.il.us
Sent: Tuesday, August 01, 2017 2:00 PM
To: Ungrund, Linda
Cc: Ingebrigtsen, Jarod; Yokley, Michael; Cray, Tim; Geist, CJ
Subject: move voucher - Environmental Research

Linda,

Would you please have the following voucher moved and processed for payment:

Move from FY16 # 001-49320-1600-00-00, cost center # 440 to FY17 # 817-49360-1900-0-00, cost center # 579

Payment
Cost

Vendor
Amount
Center
Sequence #
Obligation
Environmental Research
\$ 24,004.48
440
307510
PBC89719

Done
8/1/17

Vendor total
\$ 24,004.48

Thank you,

C.J. Geist
ISP Budget Office

ISP13

✓ FY17

LAST MODIFIED: 09/14/17 FINAL DELIVERY: / / \ 0000332527

TIN: [REDACTED] ✓

ENVIRONMENTAL SYSTEMS RESEARCH ✓
FILE 54630 ✓
LOS ANGELES, CA 90074-4630 ✓

✓ VOUCHER NO. : PA02180

VOUCHER DATE: 9/20/17

✓ APPROPRIATION ACCT CODE:

✓ INVOICE NUMBER: MULTI

✓ INVOICE DATE : 07/31/15 ✓

PROP. BILL DATE: 09/11/17

✓ 08/11/2015 ✓ 08/03/2017 ✗ 6200 \

VOUCHER AMOUNT: ✓ 5,006.37

*PROMPT PAYMENT INTEREST PENALTY
REFERENCE ACCOUNT/INVOICE # MULTI

✓ PROPER BILL DATE: 08112015

WARRANT ISSUE DATE: 08032017

ORIGINAL VOUCHER NUMBER: 70PA01537

✓ DETAIL AMT.
1991 5,006.37OBLIGATION AMT.
00 ✓ 5,006.37

TOTAL EXP 5,006.37

TOTAL OBL: 5,006.37

For Agency Use Only
5,006.37PUBLIC SAFETY SHARED
SERVICES CENTER

SEP 19 2017

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5-1 of the Governors Office of Management and Budget Act have been met.

[REDACTED]
RECEIVING OFFICER/ENTRY USER

DATE

9-14-17

[REDACTED]
HEAD OF UNIT/APPROVAL USER

DATE

9-18-17

332527

Voucher#	PA01537			
Proper Bill Date	8/11/2015			
Warrant Date	8/3/2017			
Amount	24004.48			
Interest	5006.374349	0	0	0
Total Interest	5006.37			

Daily Interest Rate	0.00033
Days Until Interest	90

ISP13

FY17

LAST MODIFIED: 06/07/17 FINAL DELIVERY: 06/30/16 0000307510

TIN: [REDACTED]

ENVIRONMENTAL SYSTEMS RESEARCH
FILE 54630
LOS ANGELES, CA 90074-4630

VOUCHER NO. : DPA 01537

VOUCHER DATE:

APPROPRIATION ACCT CODE:

INVOICE NUMBER: MULTI
INVOICE DATE : 07/31/15
PROP. BILL DATE: 08/11/1507/01/2015 06/30/2016 6200 VOUCHER AMOUNT: 24,004.48
INVOICE #'S 93010990, 93011068 CUSTOMER #120855
ORDER #2969194, CUSTOMER PO #PBC89719
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOFTWARE SUPPORT
AND MAINTENANCE
COMPUTER SOFTWARE- ARCGIS DESKTOP ADVANCED, DESKTOP BASIC
ARCGIS FOR SERVERS

DETAIL	AMT.	OBLIGATION	AMT.
1284	24,004.48	PBC89719	24,004.48
TOTAL EXP	24,004.48	TOTAL OBL:	24,004.48

579 1284 PBC89719 For Agency Use Only
24,004.48

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

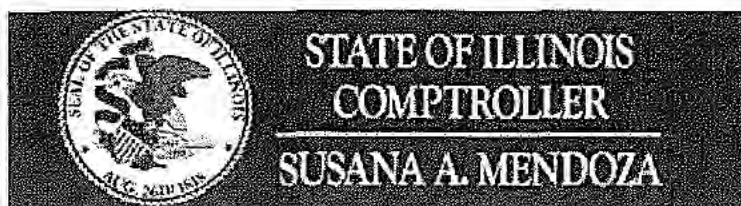
DATE

DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 09/13/17

BY: KNOPHEA



VENDOR WARRANT LIST

ENVIRONMENTAL SYSTEMS RESEARCH

1 - 2 of 2

[Download to Excel](#)[Advanced Download Options](#)

Warrant/EFT#	Addr Ind	Zip Code	Issue Date	Payment Amount	Voucher Number	Paid Date
AB6473321	A	90074-4630	08/03/17	\$24,004.48	70PA01537	08/08/17
AB6473322	A	90074-4630	08/03/17	\$2,200.00	70PT00878	08/08/17

[Click here for assistance with this screen.](#)**SUBSCRIBE TO OUR NEWSLETTER**

Email

SUBMIT

ISP13

FY16¹⁷

LAST MODIFIED: 01/21/16 FINAL DELIVERY: 06/30/16

0000307510

TIN: [REDACTED]

VOUCHER NO. : *PA01537*VOUCHER DATE: *8/1/17*

APPROPRIATION ACCT CODE: [REDACTED]

ENVIRONMENTAL SYSTEMS RESEARCH

FILE 54630

LOS ANGELES, CA 90074-4630

INVOICE NUMBER: MULTI

INVOICE DATE : 07/31/15

PROP. BILL DATE: 08/11/15

07/01/2015 06/30/2016 6200

VOUCHER AMOUNT: 24,004.48

INVOICE #'S 93010990 93011068 CUSTOMER #120855

ORDER #2969194 CUSTOMER PO #PBC89719

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOFTWARE SUPPORT
AND MAINTENANCECOMPUTER SOFTWARE - *ArcGIS Desktop advanced, Desktop basic.**ArcGIS for servers*

DETAIL

AMT.

OBLIGATION

AMT.

1284

24,004.48

PBC89719

24,004.48

TOTAL EXP

24,004.48

TOTAL OBL:

24,004.48

For Agency Use Only

440 1284 PBC89719

24,004.48

FEDERAL GOVERNMENT
SERVICES CENTER

FEB 16 2016

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

HEATHER KNOP

RECEIVING OFFICER/ENTRY USER

DATE

DARRIN TURNER

HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 01/22/16

BY: KNOPHEA

1, 10, 16, 22, 27



Invoice : 93010990
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Phone: (909)793-2853

Bill to:
ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

RECEIVED

AUG 11 2015

INFORMATION
SERVICES BUREAU

Invoice

Page : 1
Ship to:
ATTN: JACK MATTHEWS
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300m
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	3,000.00
1010	1	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	1,200.00
2010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	400.00
3010	2	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	600.00
4010	1	99818 Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	1,838.37
5010	1	99946 Esri Developer Network (EDN) Optional at Esri Site 5 Days per Seat Instructor Led Training	2,200.00
7010	1	112390 ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores	2,500.00



Invoice : 93010990
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Phone: (909)793-2853

Invoice

Page : 2

Item	Qty	Material Number	Price
		Maintenance Start Date: 07/01/2015 End Date: 06/30/2016	
8010	1	134779 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 04/01/2016 End Date: 06/30/2016	621.58
9010	1	134888 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 04/01/2016 End Date: 06/30/2016	310.79
10010	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	10,000.00
10020	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2015 End Date: 06/30/2016	
10030	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2015 End Date: 06/30/2016	
Items total			22,670.74
Subtotal			22,670.74
Total:			USD 22,670.74



Phone: (909)793-2853

Invoice : 93010990
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 3

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.
By Check:
File 54630
Los Angeles, CA 90074-4630

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593 Acct# [REDACTED]
ACH ABA: 121000358 Acct# [REDACTED]

ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

Invoice: 93010990 Document Date: 07/31/2015
Order: 2969194
Payer: 120855 Total: USD 22,670.74



Invoice : 93011068
Order : 2969194
Customer : 120855
Customer PO : PBC89719
P.O. Date : 07/28/2015
End User : 120855
Project :

Document date : 07/31/2015
Delivery : 81769421
Contract : 2011MPA3795

Phone: (909)793-2853

Bill to:

ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

Invoice

Page : 1

Ship to:

ATTN: JACK MATTHEWS
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300m
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
6010	1	108562	1,333.74
		Esri Developer Network (EDN) Standard Term License	
		Items total	1,333.74
		Subtotal	1,333.74
		Total:	USD 1,333.74

RECEIVED

AUG 11 2015

INFORMATION
SERVICES BUREAU

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.
By Check:
File 54630
Los Angeles, CA 90074-4830

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593 Acct#
ACH ABA: 121000358 Acct#

ATTN: HEATHER KYLE
State of Illinois
Police Dept
Information Services Bureau
801 S 7th St Ste 300s
Springfield IL 62703-2487

Invoice: 93011068 Document Date: 07/31/2015
Order: 2969194
Payer: 120855 Total: USD 1,333.74

Ungrund, Linda

From: CJ_Geist@isp.state.il.us
Sent: Tuesday, August 01, 2017 2:00 PM
To: Ungrund, Linda
Cc: Ingebrigtsen, Jarod; Yokley, Michael; Cray, Tim; Geist, CJ
Subject: move voucher - Environmental Research

Linda,

Would you please have the following voucher moved and processed for payment:

Move from FY16 # [REDACTED], cost center # 440 to FY17 # [REDACTED], cost center # 579

Payment
Cost

Vendor
Amount
Center
Sequence #
Obligation
Environmental Research
\$ 24,004.48
440
307510
PBC89719

Don
8/1/17

Vendor total
\$ 24,004.48

Thank you,

C.J. Geist
ISP Budget Office

Audit Date 2/27/17 *lu*Review Date 2/28/17 *lu*Date To Grants 2/28/17 *lu*

FY17

ISP13 .

LAST MODIFIED: 01/03/17

FINAL DELIVERY: 11/30/16

0000320747

✓ TIN: 952775732

✓ ENVIRONMENTAL SYSTEMS RESEARCH

✓ FILE 54630 *Institute Inc*

✓ LOS ANGELES, CA 90074-4630

✓ VOUCHER NO. : PT 00523VOUCHER DATE: 3/10/17 *3/16/17*

APPROPRIATION ACCT CODE:

✓ INVOICE NUMBER: 93222849 *+*INVOICE DATE : 12/13/16 *+*PROP. BILL DATE: 01/03/17 *+*10/19/2016 *X* 11/30/2016 *✓* 6200 *✓*

VOUCHER AMOUNT:

21,015.28 *X*INVOICE #93222849, ORDER #40021669, PROJECT C.17015.A.0837 *✓*

ARCGIS MARKETPLACE CONSULTING SERVICES

GIS SYSTEM/~~SOFTWARE~~ DEVELOPER 70.5 HOURS @ \$274

TRAVEL TRIP #315805 JOAN STEURER \$1,279.44

TRAVEL TRIP #315809 JOAN STEURER \$418.84

PBC92529

DETAIL

AMT. *✓*1289 *✓*21,015.28 *✓*

OBLIGATION

AMT.

PBC92529 *✓*21,015.28 *✓*

TOTAL EXP

21,015.28 *✓*

TOTAL OBL:

21,015.28 *✓*629 *✓* 1289 *✓* PBC92529

For Agency Use Only

21,015.28 *✓*PUBLIC SAFETY SHARED
SERVICES CENTER

FEB 27 2017

FISCAL
OPERATIONS

OK to Pay

MAR 07 2017

Em

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

RECEIVING OFFICER/ENTRY USER

DATE

DARRIN TURNER

HEAD OF UNIT/APPROVAL USER

DATE

FISCAL MANAGEMENT
BUREAU

FORM ISP13 PRINTED: 01/03/17

BY: KNOPHEA

FEB 28 2017

RECEIVED

4/16/18

lu



320747

Invoice : 93222849 Document date : 12/13/2016
Order : 40021669 Delivery :
Customer : 120855 Contract : '308636
Customer PO : Client Contract PB92
P.O. Date : 10/19/2016
End User : 120855 State of Illinois
Project : C.17015.A.0837 U.C.C.

Phone: (909)793-2853

Bill to:

Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice

Page : 1

Ship to:

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Attachments Required

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Esri Prj Mgr: Glenn Hill / vn

Prj #C17015A0837

REF: State of Illinois Contract #PB92529

Dated: 10/19/16

For services provided by Esri as per the referenced Contract. The following is requested for payment.

Please refer to the attached sheet for detailed information.

Any questions in regards to this invoice, please contact Vidya Nambiar at 909-793-2853 Ext 1-6276 or VNambiar@esri.com

Item Subtotal 21,015.28

Total: USD 21,015.28

RECEIVED

JAN 03 2017

INFORMATION SERVICES
BUREAU

TIN 952775732

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

File: 54630

Los Angeles, CA 90074-4630

Electronic Instructions:

Bank: Bank of America

Wire ABA: 026009593 Acct#

ACH ABA: 121000358 Acct#

Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice: 93222849
Payer: 120855

Document Date: 12/13/2016
Total: USD 21,015.28

ILLINOIS STATE POLICE

Project# C.17015.A.0837
 PO 'PBC92529
 Invoice# 93222849
 Invoice Date: 12/13/2016
 Billing Period: 10/19/16 - 11/30/16

DESCRIPTION: ArcGIS Marketplace Consulting Services	BUDGET	2016 RATE	CURRENT HOURS	PRIOR HOURS	CUM HOURS	CURRENTLY BILLED	PREVIOUSLY BILLED	CUMULATIVE BILLED
	\$33,632.00							
GIS System/Software Developer		\$274.00	70.50	0.00	70.50	\$19,317.00	\$0.00	\$19,317.00
Travel								
Trip# 315805 Joan Steurer						\$1,279.44		\$1,279.44
Trip# 315809 Joan Steurer						\$418.84		\$418.84
TOTAL COST	\$33,632.00		\$70.50	\$0.00	\$70.50	\$21,015.29	\$0.00	\$21,015.28

Litteral, Steve E.

From: Aaron_Schroeder@isp.state.il.us
Sent: Friday, March 10, 2017 3:25 PM
To: Litteral, Steve E.
Cc: Booth, Robert
Subject: Re: Sequence #320747 - Environmental Systems Research

Good Afternoon,

The four digit code? If it's services it would be 1289

Thank you,

Aaron Schroeder | ISA II-Illinois State Police Department of Innovation & Technology
Office: 217-558-2370 | Cell: 217-891-2569 aaron.schroeder@isp.illinois.gov www.DotI.illinois.gov

From: "Litteral, Steve E." <STEVE.LITTERAL@doc.illinois.gov>
To: "Schroeder, Aaron" <Aaron_Schroeder@isp.state.il.us>,
Cc: "Booth, Robert" <ROBERT.BOOTH@doc.illinois.gov>
Date: 03/10/2017 02:45 PM
Subject: Sequence #320747 - Environmental Systems Research

Aaron ? back on 02/28, Linda Ungrund messaged you regarding the correct detail code we should use to pay this company. Linda's on vacation and I just got the voucher back from grants to pay it, but I still need the clarification before processing it. Can you help me out on this?

Thanks!!

Steve Litteral
Shared Services/Accounts Payable
Phone: 217-557-6010 ext 4188
FAX: 217-558-5602

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

Ungrund, Linda

From: Aaron_Schroeder@isp.state.il.us
Sent: Thursday, March 16, 2017 9:04 AM
To: Ungrund, Linda
Subject: Re: FW: Sequence #320747 - Environmental Systems Research

Good Morning,

I spoke to Jack Matthews and the what was in the contract was completed by the vendor.

1.1. SUPPLIES AND/OR SERVICES REQUIRED:

The Illinois State Police (ISP) is contracting with Environmental Systems Research Institute Inc. (ESRI) Professional Services to assist ISP staff to modernize their ArcGIS Server deployment and prepare for ArcGIS Collector pilot project. The services will include a technical review of the existing system to support an increase in usage/capacity related to the ArcGIS Collector pilot project. It also includes installation and deployment of ArcGIS Server in a deployment environment.

Activity One-Enterprise Health Check Plus Activity Two-ArcGIS Server Jumpstart Plus Activity Three-Remote Follow-up Support

1.2. MILESTONES AND DELIVERABLES:

- Provide one unit of the Enterprise GIS Health Check Package outlined in Attachment A.
- Provide one unit of the ArcGIS Server Jumpstart Package outlined in Attachment A.
- Provide three units of Additional Day of On-site Support.
- Provide two units of the twenty (20) hour blocks, ESRI Office Based Standard Consulting Services Support Package outlined in Attachment A.

Aaron Schroeder | ISA II-Illinois State Police Department of Innovation & Technology
Office: 217-558-2370 | Cell: 217-891-2569 aaron.schroeder@isp.illinois.gov www.DoIT.illinois.gov

From: "Ungrund, Linda" <LINDA.UNGRUND@doc.illinois.gov>
To: "Schroeder, Aaron" <Aaron_Schroeder@isp.state.il.us>
Date: 03/16/2017 08:58 AM
Subject: FW: Sequence #320747 - Environmental Systems Research

Do we have an answer to this yet?

Thanks,

Linda

-----Original Message-----

From: Litteral, Steve E.
Sent: Wednesday, March 15, 2017 11:32 AM

From: Litteral, Steve E.
Sent: Friday, March 10, 2017 3:35 PM
To: Schroeder, Aaron
Cc: Booth, Robert
Subject: RE: Sequence #320747 - Environmental Systems Research

OK...Thanks!!

Steve Litteral
Shared Services/Accounts Payable
Phone: 217-557-6010 ext 4188
FAX: 217-558-5602

-----Original Message-----

From: Aaron_Schroeder@isp.state.il.us [
mailto:Aaron_Schroeder@isp.state.il.us]
Sent: Friday, March 10, 2017 3:25 PM
To: Litteral, Steve E.
Cc: Booth, Robert
Subject: Re: Sequence #320747 - Environmental Systems Research

Good Afternoon,

The four digit code? If it's services it would be 1289

Thank you,
Aaron Schroeder |ISA II-Illinois State Police Department of Innovation & Technology
Office: 217-558-2370 | Cell: 217-891-2569 aaron.schroeder@isp.illinois.gov www.DolT.illinois.gov

From: "Litteral, Steve E." <STEVE.LITTERAL@doc.illinois.gov>
To: "Schroeder, Aaron" <Aaron_Schroeder@isp.state.il.us>,
Cc: "Booth, Robert" <ROBERT.BOOTH@doc.illinois.gov>
Date: 03/10/2017 02:45 PM
Subject: Sequence #320747 - Environmental Systems Research

Aaron ? back on 02/28, Linda Ungrund messaged you regarding the correct detail code we should use to pay this company. Linda's on vacation and I just got the voucher back from grants to pay it, but I still need the clarification before processing it. Can you help me out on this?

Thanks!!

Steve Litteral
Shared Services/Accounts Payable
Phone: 217-557-6010 ext 4188
FAX: 217-558-5602

Audit Date 3/16/17 JEF
Review Date 3/16/17 Lu
Date To Grants 3/16/17 Lu

ISP13

FY17

LAST MODIFIED: 03/03/17 FINAL DELIVERY: 12/31/16 0000323141

TIN: 952775732

ENVIRONMENTAL SYSTEMS RESEARCH
FILE 54630 Institute Inc
LOS ANGELES, CA 90074-4630

VOUCHER NO. : PT 00584
VOUCHER DATE: 3/24/17
APPROPRIATION ACCT CODE:

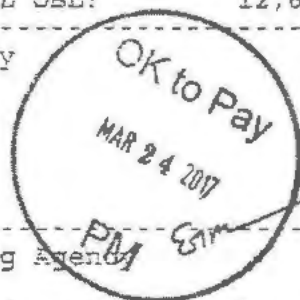
INVOICE NUMBER: 93241630 X
INVOICE DATE : 01/24/17 X
PROP. BILL DATE: 02/03/17 X

12/01 12/27
~~12/19/2016~~ 12/31/2016 5200- VOUCHER AMOUNT: 12,612.50 X
INVOICE #93241630; ORDER #40021669;
CUSTOMER #120855; CONTRACT #308636; PROJECT C17015A0837
GIS SYSTEM/~~SOFTWARE~~ DEVELOPER JOAN STEURER
ARGIS MARKETPLACE CONSULTING SERVICES

DETAIL	AMT.	OBLIGATION	AMT.
1289 1242	12,612.50	PBC92529	12,612.50

TOTAL EXP 12,612.50 TOTAL OBL: 12,612.50

629 ~~1289~~ PBC92529 For Agency Use Only
1242 12,612.50



Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

3-16-17
HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

3-16-2017
DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

FORM ISP13 PRINTED: 03/16/17

BY: KNOPHEA

4, 14, 16, 18

Audit Date 3/16/17 *JSX*
Review Date 3/16/17 *lu*
Date To Grants 3/16/17 *lu*

ISP13

FY17

LAST MODIFIED: 03/03/17 FINAL DELIVERY: 12/31/16 0000323141

TIN: 952775732

VOUCHER NO. : PT 00584
VOUCHER DATE: 3/24/17
APPROPRIATION ACCT CODE:

ENVIRONMENTAL SYSTEMS RESEARCH *H*
FILE 54630 *Institute Inc*
LOS ANGELES, CA 90074-4630

INVOICE NUMBER: 93241630 *x*
INVOICE DATE : 01/24/17 *x*
PROP. BILL DATE: 02/03/17 *x*

12/01

~~10/19/2016~~ 12/31/2016 6200 VOUCHER AMOUNT: 12,612.50 *x*
INVOICE #93241630; ORDER #40021669
CUSTOMER #120855; CONTRACT #308636; PROJECT C17015A0837
GIS SYSTEM/~~SOFTWARE~~ DEVELOPER JOAN STEURER
ARGIS MARKETPLACE CONSULTING SERVICES

DETAIL	AMT.	OBLIGATION	AMT.
1289	12,612.50	PBC92529 <i>x</i>	12,612.50
<u>1242</u>			

TOTAL EXP	12,612.50	TOTAL OBL:	12,612.50
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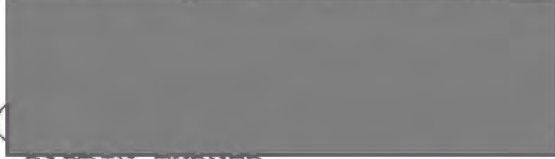
629 ~~1289~~ PBC92529 For Agency Use Only
1242 12,612.50

Certification of Receiving Agency

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HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

DATE


DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 03/16/17

BY: KNOPHEA

4.14.16.18



Invoice : 93241630 Document date : 01/24/2017
Order : 40021669 Delivery :
Customer : 120855 Contract : '308636
Customer PO : Client Contract PB92
P.O. Date : 10/19/2016
End User : 120855 State of Illinois
Project : C.17015.A.0837 U.C.C.

Phone: (909)793-2853

Bill to:

Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice

Page : 1

Ship to:

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Attachments Required

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Esri Prj Mgr: Glenn Hill / vn

Prj #C17015A0837

REF: State of Illinois Contract #PB92529 Dated: 10/19/16

For services provided by Esri as per the referenced Contract. The following is requested for payment.

Please refer to the attached sheet for detailed information.

Any questions in regards to this invoice, please contact Vidya Nambiar at 909-793-2853 Ext 1-6276 or VNambiar@esri.com

Item Subtotal 12,612.50

Total: USD 12,612.50

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance

RECEIVED

FEB 03 2017

INFORMATION SERVICES
BUREAU



Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

FILE 54630
LOS ANGELES
CA 90074-4630

Electronic Instructions:

Bank: Bank of America Acct#:
Wire ABA: 026009593
ACH ABA: 121000358

Invoice: 93241630
Payer: 120855

Document Date: 01/24/2017
Total: USD 12,612.50

33,427.78

ILLINOIS STATE POLICE

Project# C.17015.A.0837
 PO 'PBC92529
 Invoice# 93241630
 Invoice Date: 1/24/2017
 Billing Period: 12/1/16 - 12/31/16

DESCRIPTION: ArcGIS Marketplace Consulting Services	BUDGET	2016 RATE	CURRENT HOURS	PRIOR HOURS	CUM HOURS	CURRENTLY BILLED	PREVIOUSLY BILLED	CUMULATIVE BILLED
	\$33,632.00							
GIS System/Software Developer		\$274.00	4.25	70.50	74.75	\$1,164.50	\$19,317.00	\$20,481.50
GIS Technical Specialty/Engineer		\$212.00	54.00	0.00	54.00	\$11,448.00	\$0.00	\$11,448.00
Travel								
Trip# 315805 Joan Steurer							\$1,112.56	\$1,112.56
Trip# 315809 Joan Steurer							\$364.21	\$364.21
General and Administrative							\$221.52	\$221.52
TOTAL COST	\$33,632.00		\$58.25	\$70.50	\$128.75	\$12,612.50	\$21,015.29	\$33,627.79

Audit Date _____

Review Date _____

Date To Grants _____

FY17

ISP13

LAST MODIFIED: 03/03/17 FINAL DELIVERY: 12/31/16

0000323141

TIN: [REDACTED]

ENVIRONMENTAL SYSTEMS RESEARC
FILE 54630
LOS ANGELES, CA 90074-4630

VOUCHER NO. : PT

VOUCHER DATE:

APPROPRIATION ACCT CODE:

INVOICE NUMBER: 93241630

INVOICE DATE : 01/24/17

PROP. BILL DATE: 02/03/17

10/19/2016 12/31/2016 6200 VOUCHER AMOUNT: 12,612.50
INVOICE #93241630; ORDER #40021669,
CUSTOMER #120855; CONTRACT #308636; PROJECT C17015A0837
GIS SYSTEM/SOFTWARE DEVELOPER JOAN STEURER
ARGIS MARKETPLACE CONSULTING SERVICES

DETAIL	AMT.	OBLIGATION	AMT.
1289	12,612.50	PBC92529	12,612.50

TOTAL EXP	12,612.50	TOTAL OBL:	12,612.50
-----------	-----------	------------	-----------

629 1289 PBC92529 For Agency Use Only
12,612.50

~~PUBLIC SAFETY DIVISION~~
~~SERVICES CENTER~~

MAR 17 2017

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

[REDACTED]
HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

3-16-17 [REDACTED]
DATE DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

3-16-2017
DATE

FORM ISP13 PRINTED: 03/16/17

BY: KNOPHEA

**esri®**

Phone: (909)793-2853

Invoice : 93241630 Document date : 01/24/2017
 Order : 40021669 Delivery :
 Customer : 120855 Contract : '308636
 Customer PO : Client Contract PB92
 P.O. Date : 10/19/2016
 End User : 120855 State of Illinois
 Project : C.17015.A.0837 U.C.C.

Invoice

Page : 1

Ship to:

Bill to:

Attn: Aaron Schroeder
 State of Illinois
 Illinois State Police
 Information Services Bureau
 801 S 7th St Ste 300M
 Springfield IL 62703-2487

State of Illinois
 Illinois State Police
 Information Services Bureau
 801 S 7th St Ste 300M
 Springfield IL 62703-2487

Attachments Required

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Esri Prj Mgr: Glenn Hill / vn

Prj #C17015A0837

REF: State of Illinois Contract #PB92529

Dated: 10/19/16

For services provided by Esri as per the referenced Contract. The following is requested for payment.

Please refer to the attached sheet for detailed information.

Any questions in regards to this invoice, please contact Vidya Nambiar at 909-793-2853 Ext 1-6276 or VNambiar@esri.com

Item Subtotal 12,612.50

Total: USD 12,612.50

FEIN: 95-2775732

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance**RECEIVED**

FEB 03 2017

INFORMATION SERVICES
BUREAU**esri®**

Attn: Aaron Schroeder
 State of Illinois
 Illinois State Police
 Information Services Bureau
 801 S 7th St Ste 300M
 Springfield IL 62703-2487

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

FILE 54630
 LOS ANGELES
 CA 90074-4630

Electronic Instructions:

Bank: Bank of America Acct#: XXXXXXXXXX
 Wire ABA: 026009593
 ACH ABA: 121000358

Invoice: 93241630
Payer: 120855

Document Date: 01/24/2017
 Total: USD 12,612.50

33,627.78

ILLINOIS STATE POLICE

Project# C.17015.A.0837
 PO 'PBC92529
 Invoice# 93241630
 Invoice Date: 1/24/2017
 Billing Period: 12/1/16 - 12/31/16

DESCRIPTION: ArcGIS Marketplace Consulting Services	BUDGET	2016 RATE	CURRENT HOURS	PRIOR HOURS	CUM HOURS	CURRENTLY BILLED	PREVIOUSLY BILLED	CUMULATIVE BILLED
	\$33,632.00							
GIS System/Software Developer		\$274.00	4.25	70.50	74.75	\$1,164.50	\$19,317.00	\$20,481.50
GIS Technical Specialist/Engineer		\$212.00	54.00	0.00	54.00	\$11,448.00	\$0.00	\$11,448.00
Travel								
Trip# 315805 Joan Steurer							\$1,112.56	\$1,112.56
Trip# 315809 Joan Steurer							\$364.21	\$364.21
General and Administrative							\$221.52	\$221.52
TOTAL COST	\$33,632.00		\$58.25	\$70.50	\$128.75	\$12,612.50	\$21,015.29	\$33,627.79



Fw: [External] Re: December 2016 Hours
Eric Mayland to Linda Ungrund

03/29/2017 08:35 AM

See below. Please attach to voucher in your file. Seq #323141.

Vendor confirmed no services were provided to ISP after 12/29/16. Thanks

Eric T. Mayland
Illinois State Police
801 South 7th St. Suite 700-S
Springfield, IL 62703-2487

ph. (217) 524-6954
fax (217) 785-4374

e-mail: maylane@isp.state.il.us

— Forwarded by Eric Mayland/IISPolice on 03/29/2017 08:31 AM —

From: Aaron Schroeder/IISPolice
To: Eric Mayland/IISPolice@IISPolice, Dawn Hanney/IISPolice@IISPolice,
Date: 03/29/2017 08:06 AM
Subject: Fw: [External] Re: December 2016 Hours

Aaron Schroeder | ISA II-Illinois State Police

Department of Innovation & Technology

Office: 217-558-2370 | Cell: 217-891-2569

aaron.schroeder@isp.illinois.gov www.DoIT.illinois.gov



— Forwarded by Aaron Schroeder/IISPolice on 03/29/2017 08:06 AM —

From: Justin Anderson <Justin_Anderson@esri.com>
To: "Aaron_Schroeder@isp.state.il.us" <Aaron_Schroeder@isp.state.il.us>,
Cc: Robin Espinoza <REspinoza@esri.com>
Date: 03/29/2017 07:13 AM
Subject: [External] Re: December 2016 Hours

Aaron,

That is correct. No services were provided to ISP after December 29, 2016.

Did you receive an invoice recently?

Justin Anderson | Professional Services
Esri | 3060 Little Hills Expy. | St. Charles, MO 63301 | USA

Unit Date 3/16/17 *df*
Review Date 3/16/17 *lu*
Date To Grants 3/16/17 *lu*

ISP13

FY17

LAST MODIFIED: 03/03/17 FINAL DELIVERY: 12/30/16 0000323142

TIN: [REDACTED]
ENVIRONMENTAL SYSTEMS RESEARCH
FILE 54630 *Institute Inc.*
LOS ANGELES, CA 90074-4630

VOUCHER NO. : PT **00585**
VOUCHER DATE: **3/24/17**
APPROPRIATION ACCT CODE: **93231766**
INVOICE NUMBER: ~~81647274~~
INVOICE DATE : 12/30/16 *x*
PROP. BILL DATE: 01/11/17 *x*

29
12/30/2016 12/30/2016 6200 VOUCHER AMOUNT: 2,500.00 *x*
INVOICE #93231766, ORDER #3167928, CUSTOMER #120855
ARCGIS SPATIAL ANALYST FOR DESKTOP CONCURRENT USE LICENSE
Software license

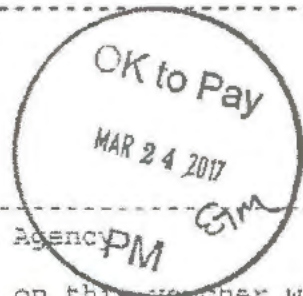
DETAIL AMT.
1284 2,500.00

OBLIGATION AMT.
AN17-0252 2,500.00

TOTAL EXP 2,500.00

TOTAL OBL: 2,500.00

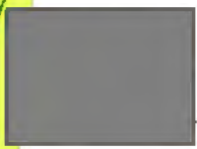
629 1284 AN17-0252 For Agency Use Only 2,500.00



*3/17 -
Linda scanned to
GRANTS.
When they come back,
attach these to them
to process.*

of Receiving Agency
as specified on this voucher were for the
penditure for such goods or services was
that such goods meet all the required
e a to which this
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le, nents of Section
age ve been met.

*Scanned to
Eric Mayland
3/16/17*



DATE HEAD OF UNIT/APPROVAL USER DATE

Audit Date 3/16/17 *SL*
Review Date 3/16/17 *Ja*
Date To Grants 3/16/17 *Ja*

ISP13

FY17

LAST MODIFIED: 03/03/17 FINAL DELIVERY: 12/30/16 0000323142

TIN: [REDACTED]
ENVIRONMENTAL SYSTEMS RESEARCH
FILE 54630 *Institute Inc*
LOS ANGELES, CA 90074-4630

VOUCHER NO. : PT
VOUCHER DATE:
APPROPRIATION ACCT CODE:

INVOICE NUMBER: ~~81847274~~
INVOICE DATE : 12/30/16
PROP. BILL DATE: 01/11/17

29
12/30/2016 12/30/2016 6200 VOUCHER AMOUNT: 2,500.00
INVOICE #93231766, ORDER #3167928, CUSTOMER #120855
ARCGIS SPATIAL ANALYST FOR DESKTOP CONCURRENT USE LICENSE

Software license

DETAIL	AMT.	OBLIGATION	AMT.
1284	2,500.00	AN17-0252	2,500.00
TOTAL EXP	2,500.00	TOTAL OBL:	2,500.00

For Agency Use Only
629 1284 AN17-0252 2,500.00

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

[REDACTED] *3-16-17*
HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

[REDACTED] *3/16-201*
MERRIN TURNER
HEAD OF UNIT/APPROVAL USER

FORM ISP13 PRINTED: 03/16/17

BY: KNOPHEA

4, 11, 14, 16



Invoice : 93231766
Order : 3167928
Customer : 120855
Customer PO : B16-1229
P.O. Date : 12/29/2016
End User : 120855
Project :

323142
Document date : 12/30/2016
Delivery : 81847274

State of Illinois

Phone: (909)793-2853

Bill to:

Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice

Page : 1

Ship to:

Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
10	1	88282	2,500.00
		ArcGIS Spatial Analyst for Desktop Concurrent Use License	
		Item Subtotal	2,500.00
		Total:	USD 2,500.00

AW 170252

RECEIVED

JAN 11 2017

INFORMATION SERVICES
BUREAU

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to: Environmental Systems Research Institute, Inc.

By Check:
File 54630
Los Angeles, CA 90074-4630

Electronic instructions:

Bank: Bank of America

Wire ABA: 026009593 Acct# [REDACTED]

ACH ABA: 121000358 Acct# [REDACTED]

Attn: Aaron Schroeder
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice: 93231766 Document Date: 12/30/2016

Order: 3167928

Payer: 120855 Total: USD 2,500.00

Audit Date _____

Review Date _____

Date To Grants _____

ISP13

FY17

LAST MODIFIED: 03/03/17

FINAL DELIVERY: 12/30/16

0000323142

TIN: 952775732

ENVIRONMENTAL SYSTEMS RESEARCH

FILE 54630

LOS ANGELES, CA 90074-4630

VOUCHER NO. : PT

VOUCHER DATE:

APPROPRIATION ACCT CODE:

INVOICE NUMBER: 81847274

INVOICE DATE : 12/30/16

PROP. BILL DATE: 01/11/17

12/30/2016 12/30/2016 6200

VOUCHER AMOUNT:

2,500.00

INVOICE #93231766, ORDER #3167928, CUSTOMER #120855

ARCGIS SPATIAL ANALYST FOR DESKTOP CONCURRENT USE LICENSE

DETAIL

AMT.

1284

2,500.00

OBLIGATION

AMT.

AN17-0252

2,500.00

TOTAL EXP

2,500.00

TOTAL OBL:

2,500.00

629 1284 AN17-0252

For Agency Use Only

2,500.00

PUBLIC SAFETY SHARED
SERVICES CENTER

MAR 17 2017

FISCAL
OPERATIONS

Certification of Receiving Agency

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HEATHER KNOP
RECEIVING OFFICER/ENTRY USER

DATE

MARRIN TURNER
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 03/16/17

BY: KNOPHEA



esri®

Invoice : 93231766
 Order : 3167928
 Customer : 120855
 Customer PO : B16-1229
 P.O. Date : 12/29/2016
 End User : 120855
 Project :

Document date : 12/30/2016
 Delivery : 81847274

State of Illinois

Phone: (909)793-2853

Bill to:

Attn: Aaron Schroeder
 State of Illinois
 Illinois State Police
 Information Services Bureau
 801 S 7th St Ste 300M
 Springfield IL 62703-2487

Invoice

Page : 1
 Ship to:
 Attn: Aaron Schroeder
 State of Illinois
 Illinois State Police
 Information Services Bureau
 801 S 7th St Ste 300M
 Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Item	Qty	Material Number	Price
10	1	88282	2,500.00
		ArcGIS Spatial Analyst for Desktop Concurrent Use License	
		Item Subtotal	2,500.00
		Total:	USD 2,500.00

AW 170252

RECEIVED

JAN 11 2017

INFORMATION SERVICES
BUREAU

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: DAMS3

Please detach lower portion and return with remittance



esri®

Remit Payment to: Environmental Systems Research Institute, Inc.

By Check:
 File 54630
 Los Angeles, CA 90074-4630

Electronic Instructions:
 Bank: Bank of America
 Wire ABA: 026009593 Acct# [REDACTED]
 ACH ABA: 121000358 Acct# [REDACTED]

Attn: Aaron Schroeder
 State of Illinois
 Illinois State Police
 Information Services Bureau
 801 S 7th St Ste 300M
 Springfield IL 62703-2487

Invoice: 93231766 Document Date: 12/30/2016
 Order: 3167928
 Payer: 120855 Total: USD 2,500.00

ISP13

Audit Date

6/19/17 - 187

Review Date

6/20/17

FY17

Date To Grants

6/20/17

LAST MODIFIED: 06/08/17

FINAL DELIVERY: 06/30/17

0000327265

TIN: [REDACTED]

ENVIRONMENTAL SYSTEMS RESEARCH

FILE 54630 *Institute Inc*

LOS ANGELES, CA 90074-4630

VOUCHER NO. : PT00878

VOUCHER DATE: 8/1/17

APPROPRIATION ACCT CODE:

INVOICE NUMBER: 93286355

INVOICE DATE : 05/04/17

PROP. BILL DATE: 06/06/17

07/01/2016 06/30/2017 6200 VOUCHER AMOUNT: 2,200.00

INVOICE #93286355 ORDER #32116856 CUSTOMER #120855

CONTRACT #2011MPA3795

ARCGIS DESTOP BASIC CONCURRENT USE PRIMARY MAINTENANCE, 1 @

\$700 EACH. ARCGIS DESTOP BASIC CONCURRENT USE SECONDARY

MAINTENANCE, 3 @ \$1,500 EACH. COMPUTER SOFTWARE

LINE 15 - SOFT MAINT, ESRI ARCGIS

DETAIL

AMT.

1284

2,200.00

OBLIGATION

AMT.

AN17-0040

2,200.00

TOTAL EXP

2,200.00

TOTAL OBL:

2,200.00

683 / 1284 AN17-0040

For Agency Use Only

2,200.00

OK to Pay

AUG 01 2017

PUBLIC SAFETY SHARED
SERVICES CENTER

JUN 15 2017

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

ADRIA MARTIN
RECEIVING OFFICER/ENTRY USER

DATE

DARRELL ADERS
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 06/08/17

FISCAL MANAGEMENT
BUREAU

BY: MARTIAD

JUN 21 2017

RECEIVED



esri®

380 New York Street
Redlands, CA 92373
Phone: (909) 733-2853

Invoice : 93286355
Order : 3216856
Customer : 120855
Customer PO : AN17-0040
P.O. Date : 05/04/2017
End User : 120855
Project :

Document date : 05/04/2017
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 1

Ship to:

Jack Matthews

State of Illinois

Illinois State Police

Information Services Bureau

801 S 7th St Ste 300M

Springfield IL 62703-2487

Bill to:

State of Illinois

Illinois State Police

Information Services Bureau

801 S 7th St Ste 300M

Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Master Contract #CMS7972640

Item	Qty	Material Number	Price
10	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	700.00
1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	1,500.00
Item Subtotal			2,200.00
Total:			USD 2,200.00

RECEIVED

JUN 06 2017

Division of Operations



esri®

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93286355
Order : 3216856
Customer : 120855
Customer PO : AN17-0040
P.O. Date : 05/04/2017
End User : 120855
Project :

Document date : 05/04/2017
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 2

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance



esri®

Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:

FILE 54630
LOS ANGELES
CA 90074-4630

Electronic Instructions:

Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: [REDACTED]

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Invoice: 93286355 Document Date: 05/04/2017
Order: 3216856
Payer: 120855 Total: USD 2,200.00

Litteral, Steve E.

From: Murphy, Frederick
Sent: Monday, June 19, 2017 8:42 AM
To: Ungrund, Linda; Litteral, Steve E.; Martin, Adria; Aders, Darrell
Subject: RE: Sequence #327265 - Enviromental Systems Research Institute (ESRI) PT voucher

It has been changed to AN17-0040.

Sorry about that.

Rick

From: Ungrund, Linda
Sent: Monday, June 19, 2017 8:27 AM
To: Murphy, Frederick; Litteral, Steve E.; Martin, Adria; Aders, Darrell
Subject: RE: Sequence #327265 - Enviromental Systems Research Institute (ESRI) PT voucher

Yes change that to AN17-0040.

Thanks,

From: Murphy, Frederick
Sent: Thursday, June 15, 2017 4:40 PM
To: Litteral, Steve E.; Martin, Adria; Aders, Darrell
Cc: Ungrund, Linda
Subject: RE: Sequence #327265 - Enviromental Systems Research Institute (ESRI) PT voucher

Then I know that I made a typo when entering it last summer. I can change it to AN17-0040 no problem if you want me to.

Rick

From: Litteral, Steve E.
Sent: Thursday, June 15, 2017 4:14 PM
To: Murphy, Frederick; Martin, Adria; Aders, Darrell
Cc: Ungrund, Linda
Subject: RE: Sequence #327265 - Enviromental Systems Research Institute (ESRI) PT voucher

From my vantage point, it appears to be. Fund 904 w/ cost center 683 and the voucher amount of \$2,200.00.

Steve Litteral
Shared Services/Accounts Payable
Phone: 217-557-6010 ext 4188
FAX: 217-558-5602

From: Murphy, Frederick
Sent: Thursday, June 15, 2017 4:09 PM
To: Litteral, Steve E.; Martin, Adria; Aders, Darrell
Cc: Ungrund, Linda
Subject: RE: Sequence #327265 - Enviromental Systems Research Institute (ESRI) PT voucher

Is AN16-0040 correct is all other aspects? CC, fund, \$ amount?

From: Litteral, Steve E.

Sent: Thursday, June 15, 2017 4:07 PM

To: Martin, Adria; Aders, Darrell

Cc: Ungrund, Linda; Murphy, Frederick

Subject: Sequence #327265 - Enviromental Systems Research Institute (ESRI) PT voucher

Importance: High

I am unable to find an obligation of AN17-0040. I did find AN16-0040, but believe that would be outdated. Please advise.

Thanks!

Steve Litteral

Shared Services/Accounts Payable

Phone: 217-557-6010 ext 4188

FAX: 217-558-5602

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

ISP13

✓ FY17

LAST MODIFIED: 08/16/17 FINAL DELIVERY: 06/30/17 ✓

0000331281

TIN: 952775732 ✓

ENVIRONMENTAL SYSTEMS RESEARCH ✓
FILE 54630 ✓
LOS ANGELES, CA 90074-4630 ✓

✓ VOUCHER NO. : D W800407

VOUCHER DATE: 9/19/17

✓ APPROPRIATION ACCT CODE:

✓ INVOICE NUMBER: MULTI

✓ INVOICE DATE : 02/06/17 OK

✓ PROP. BILL DATE: 06/15/17 08/15/17

07/01/2016 ✓ 06/30/2017 ✓ 6200 VOUCHER AMOUNT: ✓ 22,950.00

INVOICE #'S 93247384, 93247385, CUSTOMER #120855

ORDER #3128000, CUSTOMER PO #CMS57972640

✓ ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE SOFTWARE SUPPORT
AND MAINTENANCECOMPUTER SOFTWARE- ARCGIS DESKTOP ADVANCED, DESKTOP BASIC
ARCGIS FOR SERVERS

DETAIL

AMT.

1245

22,950.00

OBLIGATION

AMT.

PBC97966 ✓

22,950.00

TOTAL EXP

22,950.00

TOTAL OBL:

22,950.00

440 1245 PBC97966

For Agency Use Only

22,950.00

FEDERAL GOVERNMENT
SERVICE CENTER

AUG 25 2017

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

HEATHER KNOP
RECEIVING OFFICER/ENTRY USERDATE CHERYL MCKNELLY
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 08/16/17

BY: KNOPHEA



esri®

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93247384
Order : 3128000
Customer : 120855
Customer PO : CMS57972640
P.O. Date : 09/01/2016
End User : 120855
Project :

Document date : 02/06/2017
Delivery :

State of Illinois

Bill to:

Attn: Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

RECEIVED
MAR 15 2017
INFORMATION SERVICES
BUREAU

Invoice

Page : 1

Ship to:

Jack Matthews
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or,

Item	Qty	Material Number	Price
2010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	400.00
3010	2	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	600.00
6010	1	112390 ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	2,500.00
7010	1	134779 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	2,500.00
8010	1	134888 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	1,250.00

**esri®**

380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 93247384
Order : 3128000
Customer : 120855
Customer PO : CMS57972640
P.O. Date : 09/01/2016
End User : 120855
Project :

Document date : 02/06/2017
Delivery :
State of Illinois

Invoice

Page : 2

Item	Qty	Material Number	Price
9010	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2016 End Date: 06/30/2017	10,000.00
9020	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2016 End Date: 06/30/2017	
9030	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2016 End Date: 06/30/2017	
9040	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	3,000.00
9050	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	1,200.00
Item Subtotal			21,450.00
Total:			USD 21,450.00



esri®

380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 93247384
Order : 3128000
Customer : 120855
Customer PO : CMS57972640
P.O. Date : 09/01/2016
End User : 120855
Project :

Document date : 02/06/2017
Delivery :

State of Illinois

Invoice

Page : 3

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



esri®

Attn: Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

FILE 54630
LOS ANGELES
CA 90074-4630

Electronic Instructions:

Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: [REDACTED]

Invoice: 93247384 Document Date: 02/06/2017
Order: 3128000
Payer: 120855 Total: USD 21,450.00



esri®

380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 93247385
Order : 3128000
Customer : 120855
Customer PO : CMS57972640
P.O. Date : 09/01/2016
End User : 120855
Project :

Document date : 02/06/2017
Delivery : 81852675

State of Illinois

Bill to:

Attn: Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

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MAR 15 2017

INFORMATION SERVICES
BUREAU

Invoice

Page : 1

Ship to:

Jack Matthews
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or,

Item	Qty	Material Number	Price
5010	1	108562 Esri Developer Network (EDN) Standard Term License Start Date: 09/21/2016 End Date: 09/20/2017	1,500.00
Item Subtotal			1,500.00
Total:			USD 1,500.00

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance



esri®

Attn: Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

FILE 54630
LOS ANGELES
CA 90074-4630

Electronic Instructions:

Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: [REDACTED]

Invoice: 93247385 Document Date: 02/06/2017

Order: 3128000

Payer: 120855 Total: USD 1,500.00

Ungrund, Linda

From: CJ_Geist@isp.state.il.us
Sent: Monday, September 11, 2017 12:32 PM
To: Ungrund, Linda
Cc: Ingebrigtsen, Jarod; Yokley, Michael; Cray, Tim; Geist, CJ
Subject: Move voucher - Environmental Systems

Linda,

Please have the following voucher moved and processed for payment.

Move from # [REDACTED] cost center # 440 to [REDACTED] cost center # 805

Payment
Cost

Vendor
Amount
Center
Sequence #
Obligation
Environmental Systems
\$ 22,950.00
440
331281
PBC97966

Vendor total
\$ 22,950.00

ISP13

✓ FY18

LAST MODIFIED: 02/28/18 FINAL DELIVERY: 06/30/18✓

0000340138

TIN: 952775732✓

ENVIRONMENTAL SYSTEMS RESEARCH ✓

~~FILE 54630~~

LOS ANGELES, CA 90074-4630

PO Box 741076 1076

11/29

✓ VOUCHER NO. : ~~B~~ FA00007

VOUCHER DATE: 3/16/18

✓ APPROPRIATION ACCT CODE:

✓ INVOICE NUMBER: 93409831

✓ INVOICE DATE : 01/25/18

✓ PROP. BILL DATE: 02/27/18

07/01/2017✓ 06/30/2018✓ 6200

VOUCHER AMOUNT:

✓ 28,679.73

INVOICE 93409831, ORDER 3331675, CUSTOMER 120855

CONTRACT 2011MPA3795

✓ ~~ESRI ANNUAL MAINTENANCE AND SUPPORT~~~~ARCGIS MAINTENANCE~~ESRI - Environmental Systems Research Institute

DETAIL

AMT.

✓ 1245

28,679.73

OBLIGATION

AMT.

PBC103634 ✓

28,679.73

TOTAL EXP

28,679.73

TOTAL OBL:

28,679.73

~~440~~ 1245 PBC103634For Agency Use Only
28,679.73

778

**PUBLIC SAFETY SHARED
SERVICES CENTER**

MAR 01 2018

**FISCAL
OPERATIONS**-----
Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

HEATHER KNOP

RECEIVING OFFICER/ENTRY USER

DATE

DARRIN TURNER

HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 02/28/18

BY: KNOPHEA

05 08 16



esri®

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93409831
Order : 3331675
Customer : 120855
Customer PO : DIT8057970
P.O. Date : 01/25/2018
End User : 120855
Project :

Document date : 01/25/2018
Delivery :
Contract : 2011MPA3795

State of Illinois

Bill to:

Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

RECEIVED

FEB 27 2018

**INFORMATION SERVICES
BUREAU**

Invoice

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Jack Matthews
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Reference Number: PBC103634

PBC103634

95-2375732

Item	Qty	Material Number	Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/01/2018 End Date: 06/30/2018	205.48
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	400.00
4010	2	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	600.00
6010	1	157023 ArcGIS Developer Professional Annual Subscription	774.25

**esri®**

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93409831
Order : 3331675
Customer : 120855
Customer PO : DIT8057970
P.O. Date : 01/25/2018
End User : 120855
Project :

Document date : 01/25/2018
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 2

Item	Qty	Material Number	Price
Start Date: 01/25/2018 End Date: 06/30/2018			
7010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00
8010	1	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00
9010	1	161434 ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	2,500.00
10040	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2017 End Date: 06/30/2018	10,000.00
10050	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2017 End Date: 06/30/2018	
10060	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2017 End Date: 06/30/2018	

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380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93409831
Order : 3331675
Customer : 120855
Customer PO : DIT8057970
P.O. Date : 01/25/2018
End User : 120855
Project :

Document date : 01/25/2018
Delivery :
Contract : 2011MPA3795

State of Illinois

Invoice

Page : 3

Item Subtotal 28,679.73

Total: USD 28,679.73

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance

**esri®**

Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:

Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: [REDACTED]

Invoice: 93409831 Document Date: 01/25/2018
Order: 3331675
Payer: 120855 Total: USD 28,679.73

ISP13

Audit Date 7/25/18 *dy*Review Date 7/25/18 *dy*

FY18

Date To Grants 7/26/18 *dy*

LAST MODIFIED: 07/23/18 FINAL DELIVERY: 06/30/18 0000350106

TIN: [REDACTED]

VOUCHER NO. : PT 01020VOUCHER DATE: 10/23/18

APPROPRIATION ACCT CODE: [REDACTED]

ENVIRONMENTAL SYSTEMS RESEARCH

INSTITUTE INC

PO BOX 741076

LOS ANGELES, CA 90074-1076

INVOICE NUMBER: 9637556

INVOICE DATE : 07/23/18

PROP. BILL DATE: 07/23/18

07/01/2017 06/30/2018 6200 VOUCHER AMOUNT: 2,200.00

INVOICE #96370556 ORDER #3410333 CUSTOMER #120855

(1)ARCGIS DESKTOP BASIC CONCURRENT USE PRIMARY MAINTENANCE;

(3)ARCGIS DESKTOP BASIC CONCURRENT USE SECONDARY MAINTENANCE

Maintenance for Software

DETAIL	AMT.	OBLIGATION	AMT.
1284	2,200.00	00	2,200.00

TOTAL EXP	2,200.00	TOTAL OBL:	2,200.00
-----------	----------	------------	----------

690 1284 00

For Agency Use Only
2,200.00FISCAL MANAGEMENT
BUREAU

JUL 27 2018

PUBLIC SAFETY SHARED
SERVICES CENTER

JUL 25 2018

FISCAL
OPERATIONS**RECEIVED**

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

ADRIA MARTIN
RECEIVING OFFICER/ENTRY USER

DATE

CODY GOLDSBORO
HEAD OF UNIT/APPROVAL USER

DATE

FUNDS RECEIVED

READY TO PAY

ISP-FMB

Burnett
10/23/18

FORM ISP13 PRINTED: 07/23/18

BY: MARTIAD

16 *dy*



esri

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Pro Forma : 96370556
Order : 3410333
Customer : 120855
Customer PO : PROFORMA INVOICE
P.O. Date : 07/23/2018
End User : 120855
Project :

Document date : 07/23/2018
Delivery :
Contract : 2011MPA3795
State of Illinois

SEQ # 350106

Bill to:

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Pro Forma

Page : 1
Ship to:
Jack Matthews
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	700.00
1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	1,500.00
Item Subtotal			2,200.00
Total:			USD 2,200.00

RECEIVED

JUL 23 2018

Division of Operations



380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Pro Forma	:	96370556	Document date	:	07/23/2018
Order	:	3410333	Delivery	:	
Customer	:	120855	Contract	:	2011MPA3795
Customer PO	:	PROFORMA INVOICE			
P.O. Date	:	07/23/2018			
End User	:	120855	State of Illinois		
Project	:				

Pro Forma

Page : 2

FEIN: [REDACTED]

DUNS/CEC: 06-313-1175 CAGE: OAMS3

Please detach lower portion and return with remittance



Remit Payment to:
Environmental Systems Research Institute, Inc.
By Check: P.O. Box 741076
Los Angeles CA 90074-1076
Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct# [REDACTED]

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Pro Forma: 96370556 Document Date: 07/23/2018
Order: 3410333
Payer: 120855 Total: USD 2,200.00

ISP13

✓ FY19

LAST MODIFIED: 09/14/18 FINAL DELIVERY: 06/30/19 ✓

0000355651

TIN: 952775732 ✓

✓ VOUCHER NO. : D000024

✓ VOUCHER DATE: 10/30/18

✓ APPROPRIATION ACCT CODE:

ENVIRONMENTAL SYSTEMS RESEARCH ✓

380 NEW YORK STREET

REDLANDS, CA 92373-7084 ✓ 741076

Los Angeles CA 90074-1076

✓ INVOICE NUMBER: 93480103

✓ INVOICE DATE: 06/22/18

✓ PROP. BILL DATE: 07/11/18

07/01/2018 ✓ 06/30/2019 ✓ 6200

VOUCHER AMOUNT:

✓ 29,959.00

INVOICE 93480103, ORDER 3396904, CUSTOMER 120855 ✓

✓ CONTRACT 2011MPA3795

ESRI ANNUAL MAINTENANCE AND SUPPORT Software Support

ARCGIS MAINTENANCE

ESRI = Environmental Systems Research Institute

✓ DETAIL
1245 EOK
1225AMT.
29,959.00OBLIGATION
9R8176 ✓AMT.
29,959.00

TOTAL EXP

29,959.00

TOTAL OBL:

29,959.00

✓ 440 1245 9R8176 ✓

For Agency Use Only
29,959.00PUBLIC SAFETY TRAINING
SERVICES CENTER

OCT 18 2018

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

MATTHEW MCRAE
RECEIVING OFFICER/ENTRY USER

DATE

DARRIN TURNER
HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 09/14/18

BY: MCRAEMA

**esri®**

380 New York Street
Redlands, CA-92373
Phone: (909) 793-2853

Invoice : 93480103 Document date : 06/22/2018
 Order : 3396904 Delivery :
 Customer : 120855 Contract : 2011MPA3795
 Customer PO : 18-448DOIT-INFOT-P-697:14
 P.O. Date : 06/18/2018
 End User : 120855 State of Illinois
 Project :

Seq 355651

Bill to:
Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

RECEIVED
JUL 11 2018
INFORMATION SERVICES
BUREAU

Invoice

Page : 1
Ship to:
Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	400.00
4010	2	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	600.00
7010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 07/01/2018	1,759.00

**esri®**

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93480103 Document date : 06/22/2018
Order : 3396904 Delivery :
Customer : 120855 Contract : 2011MPA3795
Customer PO : 18-448DOIT-INFOT-P-697:14
P.O. Date : 06/18/2018
End User : 120855 State of Illinois
Project :

Invoice

Page : 2

Item	Qty	Material Number	Price
End Date: 06/30/2019			
8010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	5,000.00
9010	1	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	5,000.00
11010	1	161434 ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	2,500.00
12010	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2018 End Date: 06/30/2019	10,000.00
12020	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2018 End Date: 06/30/2019	
12030	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2018 End Date: 06/30/2019	

**esri®**

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93480103 Document date : 06/22/2018
Order : 3396904 Delivery :
Customer : 120855 Contract : 2011MPA3795
Customer PO : 18-448DOIT-INFOT-P-697:14
P.O. Date : 06/18/2018
End User : 120855 State of Illinois
Project :

Invoice

Page : 3

Item Subtotal	29,959.00
Total:	USD 29,959.00

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: OAMS3

Please detach lower portion and return with remittance

**esri®**

Heather Knop
State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487

Remit Payment to:

Environmental Systems Research Institute, Inc.

By Check:

P.O. Box 741076

Los Angeles

CA 90074-1076

Electronic Instructions:

Bank: Bank of America

Wire ABA: 026009593

ACH ABA: 121000358

Acct#: [REDACTED]

Invoice: 93480103 Document Date: 06/22/2018

Order: 3396904

Payer: 120855 Total: USD 29,959.00

ISP13

Audit Date

11/15/18-1/18

Review Date

11/30/18 /W

FY19

LAST MODIFIED: 11/09/18

FINAL DELIVERY: 06/30/19

Date T. Grants

11/20/18 /W 0000359333

TIN: 952775732

X VOUCHER NO. : PT 00330

VOUCHER DATE: 1-30-2019

APPROPRIATION ACCT CODE:

ENVIRONMENTAL SYSTEMS RESEARCH

INSTITUTE INC

PO BOX 741076 380 New York Street

LOS ANGELES, CA 90074-1076

Redlands 92373

INVOICE NUMBER: 93545676

INVOICE DATE : 11/06/18

PROP. BILL DATE: 11/08/18

07/01/2018 X

06/30/2019 X

6200

VOUCHER AMOUNT:

2,200.00

INVOICE #93545676 PO #18-448DOIT-INFOT-P-697:24

ARCGIS DESKTOP CONCURRENT USE PRIMARY MAINTENANCE

ARCGIS DESKTOP BASIC CONCURRENT USE SECONDARY MAINTENANCE

LINE 5 - SOFTWARE MAINTENANCE

DETAIL

AMT.

OBLIGATION

AMT.

1284

2,200.00

AN19-0098

2,200.00

1225

TOTAL EXP

2,200.00

TOTAL OBL:

2,200.00

682 1284 AN19-0098

For Agency Use Only

2,200.00

1335

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

ADRIA MARTIN
RECEIVING OFFICER/ENTRY USER

DATE

HEAD OF UNIT/APPROVAL USER

DATE

FORM ISP13 PRINTED: 11/09/18

BY: MARTIAD



esri®

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93545676 Document date : 11/06/2018
Order : 3417798 Delivery :
Customer : 120855 Contract : 2011MPA3795
Customer PO : 18-448DOIT-INFOT-P-697:24
P.O. Date : 08/08/2018
End User : 120855 State of Illinois
Project :

682
line 5

SEO#
359333

Bill to:
Adria Martin
State of Illinois
Police Dept
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

Invoice

Page : 1
Ship to:
Adria Martin
State of Illinois
Police Dept
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

For questions regarding this document, please contact Customer Service at 888-377-4575.
Terms of payment: Net Due 30 days, no discount
The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	700.00
1010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	1,500.00
Item Subtotal			2,200.00
Total:			USD 2,200.00

RECEIVED

NOV 08 2018

Division of Operations

ISP13

Audit Date

12/20/18-1/1/19

Review Date

12/20/18

FY19

Date To Grants

"

LAST MODIFIED: 12/14/18

FINAL DELIVERY: 12/12/19

0000360930

TIN: 952775732

ENVIRONMENTAL SYSTEMS RESEARCH

INSTITUTE INC

PO BOX 741076

LOS ANGELES, CA 90074-1076

VOUCHER NO. : PT 00536

VOUCHER DATE: 5/1/19

APPROPRIATION ACCT CODE:

INVOICE NUMBER: 93564870

INVOICE DATE : 12/13/18

PROP. BILL DATE: 12/14/18

12/13/2018 12/12/2019 6200

INVOICE #93564870 ORDER #3477390

VOUCHER AMOUNT:

2,500.00

(5) INSIGHTS FOR ARCGIS IN ARCGIS ENTERPRISE TERM LICENSES

SOFTWARE

DETAIL

1284

AMT.

2,500.00

OBLIGATION

AN19-0215

AMT.

2,500.00

TOTAL EXP

2,500.00

TOTAL OBL:

2,500.00

682 1284 AN19-0215

For Agency Use Only

2,500.00

PUBLIC SAFETY SHARED
SERVICES CENTER

DEC 19 2018

FISCAL
OPERATIONS

Certification of Receiving Agency

I certify that the goods or services specified on this voucher were for the use of this agency and that the expenditure for such goods or services was authorized and lawfully incurred, that such goods meet all the required standards set forth in the purchase agreement or contract to which this voucher relates and that the amount shown on this voucher is correct and approved for payment. If applicable, the reporting requirements of Section 5.1 of the Governors Office of Management and Budget Act have been met.

ADRIA MARTIN
RECEIVING OFFICER/ENTRY USER

DATE

12/14/18

DARRELL ADERS
HEAD OF UNIT/APPROVAL USER

DATE

9336 12/17/18

FORM ISP13 PRINTED: 12/14/18

BY: MARTIAD

16

**esri®**

380 New York Street
Redlands, CA 92373
Phone: (909) 793-2853

Invoice : 93564870
Order : 3477390
Customer : 120855
Customer PO : 18-448DOIT-INFOT-P-697:27
P.O. Date : 10/29/2018
End User : 120855
Project :

SEQ# 360930

Document date : 12/13/2018
Delivery :
Contract : 2011MPA3795

State of Illinois

682/13

Bill to:

Adria Martin
State of Illinois
Police Dept
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

Invoice

Page : 1
Ship to:
Adria Martin
State of Illinois
Police Dept
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

Item	Qty	Material Number	Price
10	5	154332 Insights for ArcGIS in ArcGIS Enterprise Term License Start Date: 12/13/2018 End Date: 12/12/2019	2,500.00

RECEIVED

DEC 14 2018

Item Subtotal 2,500.00

Total: USD 2,500.00

Division of Operations

FEIN: [REDACTED]

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please detach lower portion and return with remittance

**esri®**

Adria Martin
State of Illinois
Police Dept
2200 S Dirksen Pkwy Ste 238
Springfield IL 62703-4528

Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check:
P.O. Box 741076
Los Angeles
CA 90074-1076

Electronic Instructions:
Bank: Bank of America
Wire ABA: 026009593
ACH ABA: 121000358

Acct#: [REDACTED]

Invoice: 93564870 Document Date: 12/13/2018
Order: 3477390
Payer: 140719 Total: USD 2,500.00

Cooley, Beth

From: Sepich, Shawna
Sent: Wednesday, May 01, 2019 9:26 AM
To: Cooley, Beth
Cc: Ungrund, Linda
Subject: vouchers ok to release

Cc682
364132 ✓
364129 ✓
364140 ✓
364136 ✓
364135 ✓
364133 ✓
359571 ✓
359567 ✓
359566 ✓
359569 ✓
360560 ✓
360577 ✓
360930 ✓
360931 ✓
362721 ✓
362720 ✓
362366 ✓
362365 ✓
362363 ✓
362361 ✓
362360 ✓
363560 ✓

Cc690
364138 ✓
363556 ✓
362727 ✓
362725 ✓
362726 ✓
363809 ✓
363812 ✓
363819 ✓
363546 ✓
362364 ✓

#33 vouchers

Cc695
363554 ✓

Shawna Sepich

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI PBC/Contract #: 16-97966 Term: 07/01/2016-06/30/2017 Amount: \$25,000 (Estimated)

Work Location: ISB/Springfield Date of Vacancy (if applicable): _____

Scope of Services: Software maintenance and support services for Environmental Systems Research Institute (ESRI) proprietary software used for various geographical representation requirements. ESRI maintenance and support benefits the Illinois State Police (ISP).

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

I. **AFSCME-Bargaining Unit Work** - Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ **Time Limited Work** - Work based on one of the following exceptions:

a. ☐ **Emergency Work** - consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

b. ☐ **Temporary or Seasonal Work** - consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

c. ☐ **No Appropriate Eligible List** - consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** - The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31

(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31

(date)

4. ☐ **Sub-contracting**: Written notice provided to Council 31 Pursuant to Article XXIX on _____

(date)

5. ☐ **Written waiver obtained from Council 31 for exceeded time frames set forth in #11**. _____

(date)

6. ☐ **Renewal of an existing contract, no substantial modification to the scope of work or cost of the contract.** Written notice provided to AFSCME Council 31 prior to the contract's initial term _____

(date)

II. ☒ **Non-AFSCME Bargaining Unit Work** - Same or comparable work is not arguably performed by bargaining unit employees as determined by State Personnel or Division of Labor Relations.

LR Administrator Signature _____

Date 5/19/16

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 19

Date: 5/18/2018

Division Head Name	Division: Initials	Supervisor's Approval: Name	Initials	Requested By: Name	Initials
Colonel Kelly Walter	<i>KW</i>	Lt. Colonel Mike Gillock	<i>MG</i>	Cheryl McKnelly	<i>CM</i>

NOTE: Supplies/Services under the current small purchase threshold OR within the established Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check established categories and registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	<p>Request to establish obligation for ESRI software support and maintenance utilizing master contract</p> <p align="center"><i>CM57972640</i></p> <p>Bid Buy Req./PBC #: <i>R-8176</i></p> <p>Account Code: <i>[REDACTED]</i></p> <p>Minor Object Code: <i>1289</i></p>				\$29,959.00
				TOTAL	\$29,959.00

Summary of need and impact to other entities:

Project Name:	Term of Services: <i>7/1/18 - 6/30/19</i>
Was item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If No, please justify:	
Specifications attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Contract attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
SBSA Vendor used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>N/A</i> If No, SBSA Waiver attached? <input type="checkbox"/> Yes	

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research .</p> <p>ADDRESS: 380 New York Street</p> <p>CITY, STATE, ZIP: Redlands, CA 92373-8100</p> <p>FEIN: <i>[REDACTED]</i></p> <p>NAME:</p> <p>ADDRESS:</p> <p>CITY, STATE, ZIP:</p> <p>FEIN:</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49302-02</p> <p>BILL TO CODE: 49302-02</p> <p>LOCATION: ISB</p> <p>ATTENTION: Heather Knop</p> <p>TELEPHONE: 217-524-9485</p> <p>COST CENTER CODE: 440</p> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory <i>[REDACTED]</i></p> <p>Analyst Approval: <i>[REDACTED]</i></p> <p>Date: <i>6/13/18</i></p>
---	---

Procurement Justification Form

Date: 05/18/18

PBC: _____

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets justification #4.

The Illinois State Police (ISP) intends to procure support and maintenances for Fiscal Year (FY) 19 for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used for decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities. In addition, the use of this software is expanding to also display enforcement data.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The current contract expires on June 30, 2018. If the Illinois State Police (ISP) can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety. ISP is also expanding the use of this software to display statistics on traffic violations.

Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement, or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI Software PBC/Contract #: _____ Term: 07/01/18-06/30/19 Amount: \$29,959.00

Work Location: Springfield Date of Vacancy (if applicable) _____

Scope of Services: Software maintenance and support for Environmental Systems Research Institute (ESRI) proprietary software used for geographical representation requirements

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

I. AFSCME-Bargaining Unit Work- Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ Time Limited Work – Work based on one of the following exceptions:

- a. ☐ **Emergency Work** – consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- b. ☐ **Temporary or Seasonal Work** – consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.
- c. ☐ **No Appropriate Eligible List** – consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ Specialized Professional – The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ Time Limited Projects - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ Sub-contracting: Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ Written waiver obtained from Council 31 for exceeded time frames set forth in #(1)1. _____
(date)

6. ☐ Renewal of an existing contract, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

II. ☒ Non-AFSCME Bargaining Unit Work – Same or comparable work is not arguably performed by bargaining unit employees as determined by the _____ Division of Labor Relations.

LR Administrator Signature _____

Date 5/18/18



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/20/2018
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-782-5870

From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #25835036
Document Date: 03/02/2018

***** REVISED AGAIN*****

Removed Enterprise Standard Named Users Level 2

***** REVISED*****

Removed ArcGIS Insights term license and GIS Server Standard maintenance

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level

<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit

<http://www.esri.com/legal/licensing/software-license.html>



Esri Inc
380 New York Street
Redlands CA 92373

If you have any questions or need additional information, please contact
Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands CA 92373
Phone 888-377-4575/533
Fax # 909-307-3083

Quotation

Date: 03/02/2018**Quotation Number:** 25835036**Contract Number:** 2011MPA3795

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	3,000.00 ¹	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	1,200.00 ¹	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	500.00
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	400.00 ¹	400.00
4010	2	87193	300.00 ¹	600.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]

380 New York Street
 Redlands, CA 92373
 Phone 888-377-4575/533
 Fax # 909-307-3083

Quotation

Page 2

Date: 03/02/2018**Quotation Number:** 25835036**Contract Number:** 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
7010	1	157023	1,759.00	1,759.00
		ArcGIS Developer Professional Annual Subscription Start Date: 07/01/2018 End Date: 06/30/2019		
8010	1	161337	5,000.00	5,000.00
		ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
9010	1	161339	5,000.00	5,000.00
		ArcGIS Image Server Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
11010	1	161434	2,500.00	2,500.00
		ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
12010	2	115680	5,000.00	10,000.00
		ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2018 End Date: 06/30/2019		
12020	2	109839		
		ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2018 End Date: 06/30/2019		
12030	2	109840		
		ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2018 End Date: 06/30/2019		

(ROBERTSONS)



esri[®]

380 New York Street
Redlands, CA 92373
Phone 888-377-4575/1533
Fax # 909-307-3083

Quotation

Page 3

Date: 03/02/2018

Quotation Number: 25835036

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	29,959.00
Estimated Tax	0.00
Total	USD 29,959.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

**esri**[®]

380 New York Street
Redlands CA 92373
Phone 888-377-4575/1533
Fax # 909-307-3083

Quotation

Page 4

Date: 03/02/2018	Quotation No: 25835036	Customer No: 120855	Contract No: 2011MPA3795
Item	Qty	Material#	Unit Price Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf> and your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions and product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this Quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

Material Request Form (MRF) - CHECKLIST

Project Title: FY19 ESR 1
ISP Division: DOA

PBC# N/A
IPB#: N/A

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- ☐ Commodities/Equipment ☐ Facilities ☐ General Services
☐ Health/Medical ☒ IT ☐ Telecom

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

☐ ☒ JS Copy of draft Procurement Business Case

☒ ☐ JS MRF with:

YES N/A

- ☒ ☐ appropriate approvals (including Budget)
☒ ☐ master contract number
☐ ☒ IPB posting # (for all P&A, & other purchases > the Small Purchase level)
☐ ☒ PBC #

- ☒ ☐ JS Procurement Justification Form with appropriate Division approval
☐ ☒ JS Sole Source Justification Form with approvals
☐ ☒ JS Screen print from small business database or approved small business waiver
☐ ☒ JS Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC)
☒ ☐ JS All vendor responses to request for quote (attach to PBC)
☒ ☐ JS Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)
☐ ☒ JS Specifications (if CMS will be bidding, to be entered into IGPS)
☐ ☒ JS Cost Justification form with signatures (for printing devices)
☐ ☒ JS Surplus Property form (for printing devices)
☐ ☒ JS Acknowledgement that the various CPO (count 4) suspensions / disbarments websites have been checked to verify Vendor is not currently listed
☐ ☐ Other documents _____

Contact Name: [REDACTED]

Phone #: 8-2370

Date: 5-23-18

Bid Buy

ISP - Illinois State Police

P.O. Date: 8/8/2018

Purchase Order

Release Order Number

18-448DOIT-INFOT-P-697:
24

Master Contract? Y

Master Con/Ref #:

Contract/PO #: CMS7972640

V E N D O R	Vendor Number: V00007391
	Environmental Systems Research Institute, Inc.
	380 New York Street
	Redlands, CA 92373-8100
	Service@esri.com
	(909) 307-3082

S H I P T O	Adria Martin
	2200 South Dirksen Parkway
	Suite 238
	Springfield, IL 62703
	US
	Email: adria_martin@isp.state.il.us
	(217) 782-3735

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:

--Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.

--Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES

--Please see specific requirements provided by the purchasing entity.

B I L L T O	Adria Martin
	2200 South Dirksen Parkway
	Suite 238
	Springfield, IL 62703
	US
	Email: adria_martin@isp.state.il.us
	(217) 782-3735

Shipping Method:					Freight Terms:				
Shipping Terms:					Payment Terms: NA				
Solicitation (Bid) No.: N/A					Delivery Calendar Day(s) A.R.O.: 0				
Release Begin Date:					Release End Date:				
Item # 1									
Class-Item 208-82									
Primary Maintenance for ArcGIS Desktop Basic Concurrent Use License									
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
1.00	\$ 700.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 700.00	
Item # 2									
Class-Item 208-82									
Secondary Maintenance for ArcGIS Desktop Basic Concurrent Use License									
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost	
3.00	\$ 500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,500.00	

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 2,200.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____

Vendor
Signature: _____

Printed Name: _____

Title: _____

Phone #: _____

Email: _____

Date: _____

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity: _____

Official
Signature: _____

Printed Name: _____

Title: _____

Designee Signature: _____

Printed Name: _____

Title: _____

Date: _____

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____
Using Agency Funding Source: _____
Detailed Expenditure Object Code: _____
Approp. Acct Code: _____
Award Code: _____
Original Proc. Method: _____
Subcontractors Disclosed: _____
Subcontractors Utilized: _____
Publication Date: _____ Financing Needed: _____
IPG Cert/Disclosure Yes _____ No _____

APPROVED

By: Adria Martin

Phone#: (217) 782-3735

BUYER

ISP - Illinois State Police

P.O. Date: 5/1/2019

Purchase Order

Release Order Number

18-448DOIT-INFOT-P-697:
35

Master Contract? Y

Master Con/Ref #:

Contract/PO #:

V E N D O R	Vendor Number: V00007391
	Environmental Systems Research Institute, Inc.
	380 New York Street
	Redlands, CA 92373-8100
	Service@esri.com
	(909) 307-3082

S H I P T O	Adria Martin
	2200 South Dirksen Parkway
	Suite 238
	Springfield, IL 62703
	US
	Email: adria_martin@isp.state.il.us
	(217) 782-3735

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:

--Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.

--Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES

--Please see specific requirements provided by the purchasing entity.

B I L L T O	Adria Martin
	2200 South Dirksen Parkway
	Suite 238
	Springfield, IL 62703
	US
	Email: adria_martin@isp.state.il.us
	(217) 782-3735

Shipping Method:					Freight Terms:				
Shipping Terms:					Payment Terms: NA				
Solicitation (Bid) No.: N/A					Delivery Calendar Day(s) A.R.O.: 5				
Release Begin Date: 02/22/2018					Release End Date: 07/01/2019				

Item # 1								
Class-Item 208-82								
Primary Maintenance for ArcGIS Desktop Basic Concurrent Use License								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 700.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 700.00

Item # 2								
Class-Item 208-82								
Secondary Maintenance for ArcGIS Desktop Basic Concurrent Use License								
Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
3.00	\$ 500.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 1,500.00

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 2,200.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____

Vendor
Signature: _____

Printed Name: _____

Title: _____

Phone #: _____

Email: _____

Date: _____

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity: _____

Official
Signature: _____

Printed Name: _____

Title: _____

Designee Signature: _____

Printed Name: _____

Title: _____

Date: _____

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____
Using Agency Funding Source: _____
Detailed Expenditure Object Code: _____
Approp. Acct Code: _____
Award Code: _____
Original Proc. Method: _____
Subcontractors Disclosed: _____
Subcontractors Utilized: _____
Publication Date: _____ Financing Needed: _____
IPG Cert/Disclosure Yes _____ No _____

APPROVED

By: Adria Martin
Phone#: (217) 782-3735
BUYER

State of Illinois

Contract - Obligation Document

Agency No. 493

579

Fiscal Year	Transaction Code	Contract/ Obligation No.	Transaction Date	Taxpayer ID No.	Legal																					
17	2813	PBC89719	8/22/2016	[REDACTED]	04																					
Contract Action		Class Code	Governor's Release No.	Vendor's Name and Address																						
1. New <input checked="" type="checkbox"/> 2. Change <input type="checkbox"/> 3. Delete <input type="checkbox"/>		47		Environmental Systems Res. Ins Suite 250 1345 Corporation Ctr Dr St. Paul, MN 55121-1204																						
Appropriation Account Code		Obligation Amount																								
[REDACTED]		\$24,932.70																								
				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Multiple Year Contract</th> <th>Maximum Contract Amount</th> </tr> <tr> <td>From</td> <td>7/1/2015 To 7/1/2016</td> <td style="text-align: center;">\$24,932.70</td> </tr> <tr> <th colspan="2">Current Fiscal Year of Contract</th> <th>Annual Contract Amount</th> </tr> <tr> <td>From</td> <td>7/1/2016 To 7/1/2016</td> <td style="text-align: center;">\$24,932.70</td> </tr> <tr> <th colspan="3">Multiple Year Contract Amounts - Year 2 - 7 (and over)</th> </tr> <tr> <td>2</td> <td>3</td> <td>4</td> </tr> <tr> <td>5</td> <td>6</td> <td>7</td> </tr> </table>		Multiple Year Contract		Maximum Contract Amount	From	7/1/2015 To 7/1/2016	\$24,932.70	Current Fiscal Year of Contract		Annual Contract Amount	From	7/1/2016 To 7/1/2016	\$24,932.70	Multiple Year Contract Amounts - Year 2 - 7 (and over)			2	3	4	5	6	7
Multiple Year Contract		Maximum Contract Amount																								
From	7/1/2015 To 7/1/2016	\$24,932.70																								
Current Fiscal Year of Contract		Annual Contract Amount																								
From	7/1/2016 To 7/1/2016	\$24,932.70																								
Multiple Year Contract Amounts - Year 2 - 7 (and over)																										
2	3	4																								
5	6	7																								

Description

Establish Obligation for FY17:
 Support/maintenance for the Enviromental Systems Research Institute (ESRI) software as listed in attached BOA.
 Agency Ref #16
 PBC #89719 SPOD #4666 Master Contract #CMS2587800
 The term of this contract is 7/1/15-6/30/16. This contract was not obligated for FY17 due to the Budget Impasse.
 Extended to 7/1/16 for payment purposes only.

Method of Compensation				Procurement Information		Travel Expenses			
\$0.00	Per	MR	Multiple Rates N	Award Code	D	Y/N	N	Amount	\$0.00
			N	Publication Date	4/6/2011				
				Reference #	22021209	Advanced Payments			
				Subcontractor Utilization Y/N	N	Y/N	N		
				Subcontractor Disclosure Y/N	N				

Frederick Murphy		8/22/2016	State Police
Prepared By		Date	Contracting Agency/Division
Leo P. Schmitz			
By: Michael Yokley		8/22/2016	State Police/Administration
Authorized By Chief Fiscal Officer		Date	Filing Agency/Division

State of Illinois
Contract - Obligation Document

Agency No. 493

629

Fiscal Year	Transaction Code	Contract/ Obligation No.	Transaction Date	Taxpayer ID No.	Legal
17	2820	PBC92529	3/27/2017		04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
1. New <input type="checkbox"/>			Environmental Systems Res. Ins Suite 250 1345 Corporation Ctr Dr St. Paul, MN 55121-1204		
2. Change <input checked="" type="checkbox"/>					
3. Delete <input type="checkbox"/>					
Appropriation Account Code	Obligation Amount				
	\$0.00				
			Multiple Year Contract		
			Maximum Contract Amount		
			From To		
			Current Fiscal Year of Contract		
			Annual Contract Amount		
			From 10/19/2016 To 12/29/2016		
			Multiple Year Contract Amounts - Year 2 - 7 (and over)		
			2 3 4		
			5 6 7		
Description					
Amendment to original Contract:					
Change end date of contract to 12/29/16 from 11/30/16.					
Late File Affidavit attached					
COUNTING MAR 29 2017 PROCESSED/DL <i>FDm</i>					
Method of Compensation		Procurement Information		Travel Expenses	
\$0.00	Per	Award Code	Publication Date	Y/N	N Amount \$0.00
	Multiple Rates N	Reference #	Subcontractor Utilization Y/N	Advanced Payments	
	N	Subcontractor Disclosure Y/N	N	Y/N N	
Frederick Murphy		3/27/2017		State Police	
Prepared By		Date		Contracting Agency/Division	
Leo P. Schmitz					
By: Michael Yokley		3/27/2017		State Police/Administration	
Authorized By Chief Fiscal Officer		Date		Filing Agency/Division	

LATE FILING AFFIDAVIT

Purchasing Agency: Illinois State Police
Division: Operations
Address: 801 South 7th Street
Springfield IL 62703
Vendor: Environmental Research Systems, Inc.
Address: 380 New York Street
Redlands, CA 92373

Contract Number: PBC92529

State of Illinois)
: SS
County of Sangamon)

I, Leo P. Schmitz, being duly sworn, solemnly swear that I am the Director of the Illinois State Police.

The attached contract amendment was not filed within 30 days of execution due to an oversight at the Public Safety Shared Services Center.

I am duly authorized to make this affidavit. I know and understand the contents of this affidavit, and all statements herein are true and correct. This affidavit is made pursuant to and in fulfillment of the requirements of Section 20-80(c) of the Illinois Procurement Code (30 ILCS 500).


Signature of person making this affidavit

Subscribed and sworn before me this 27th day of JULY, 2017


Notary Public

My Commission Expires: 06/17/20



STATE OF ILLINOIS CONTRACT AMENDMENT

The undersigned Agency and Vendor, Illinois State Police and Environmental Systems Research Institute, Inc., (Esri), (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Environmental Systems Research Institute, Inc. (Esri)	Address: 380 New York Street, Redlands, CA 92373
Signature: [Redacted]	Phone: 909-793-2853
Printed Name: William C. Fleming	Fax: 909-307-3020
Title: Managing Business Attorney	Email: bfleming@esri.com
Date: 11/28/2016	

STATE OF ILLINOIS

Procuring Agency: Illinois State Police	Phone: 217-782-7263
Street Address: 801 South Seventh Street	Fax: 217-785-2821
City, State ZIP: Springfield, Illinois 62703	
Official Signature: [Redacted]	Date: 11/30/16
Printed Name: Leo P. Schmitz	
Official's Title: Director	

STATE USE ONLY**NOT PART OF CONTRACTUAL PROVISIONS**

PBC#		Project Title ESRI Services	
Contract #PBC92529		Procurement Method (IFB, RFP, Small, etc); Small	
IPB Ref. #		IPB Publication Date:	Award Code: C
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
CPO 33 – General Counsel Approval:			
Signature		Printed Name	Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): P8C92529
2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

☐ Yes ☒ No
3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):
 - 3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.
 - 3.1.1. Original completion date: November 30, 2016.
 - 3.1.2. Revised completion date: December 29, 2016.
 - 3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.
 - 3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.
 - 3.4. The supplies or services to be provided will ☒ stay the same.
4. **EFFECTIVE DATE OF AMENDMENT:** Upon Execution.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: William C. Fleming, Managing Business Attorney

Business Name: Environmental Systems Research Institute, Inc. (Esri)

Taxpayer Identification Number:

Social Security Number: —

or

Employer Identification Number : 95-2775-732

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |

Signature of Authorized Representative: _____

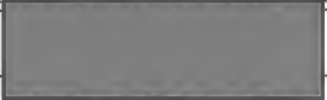
Date: Monday, November 28, 2016

STATE OF ILLINOIS CONTRACT AMENDMENT


The undersigned Agency and Vendor, Illinois State Police and Environmental Systems Research Institute, Inc., (Esri), (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Environmental Systems Research Institute, Inc. (Esri)	Address: 380 New York Street, Redlands, CA 92373
Signature: 	Phone: 909-793-2853
Printed Name: William C. Fleming ✓	Fax: 909-307-3020
Title: Managing Business Attorney	Email: bfleming@esri.com
Date: 11/28/2016	

STATE OF ILLINOIS

Procuring Agency: Illinois State Police	Phone: 217-782-7263
Street Address: 801 South Seventh Street	Fax: 217-785-2821
City, State ZIP: Springfield, Illinois 62702	
Official Signature: 	Date: 11/30/16
Printed Name: Leo P.	
Official's Title: Director	

**Public Safety Shared
Services Center**

JUN 15 2017

Fiscal Operations

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC#	Project Title ESRI Services	
Contract #PBC92529	Procurement Method (IFB, RFP, Small, etc): Small	
IPB Ref. #	IPB Publication Date:	Award Code: C
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. **CONTRACT DESCRIPTION** (including Original Purchase Order or Contract Number): PBC92529
2. **CHANGE ORDER:** Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?
- ☐ Yes ☒ No
3. **DESCRIPTION OF AMENDMENT** (Check all that apply, complete blanks and explain as necessary):
- 3.1. The completion date will be ☒ extended, ☐ shortened or ☐ remain the same.
- 3.1.1. Original completion date: November 30, 2016.
- 3.1.2. Revised completion date: December 29, 2016.
- 3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will ☒ stay the same.
- 3.3. The cost will be ☐ increased, ☐ decreased or ☒ remain the same.
- 3.4. The supplies or services to be provided will ☒ stay the same.
4. **EFFECTIVE DATE OF AMENDMENT:** Upon Execution.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: William C. Fleming, Managing Business Attorney

Business Name: Environmental Systems Research Institute, Inc. (Esri)

Taxpayer Identification Number:

Social Security Number: —

or

Employer Identification Number : 95-2775-732

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |

Signature of Authorized Representative: _____

Date: Monday, November 28, 2016

[illegible]

Procurement Business Case Print Report

Request ID 15-000000092529
Project Title ArcGIS Services
Status Awarded
sub
Requesting Agency ISP-Illinois State Police
Agency Reference
Number
Creator Name Aaron Schroeder
Procurement End User Jack Matthews
APO Name John Power
APO Phone (217) 558-3880
APO Email John_Power@isp.state.il.us
Relevant Category IT
Detail Object Code 1289 Contractual Services Not Elsewhere Classified
Will a Solicitation/Bid No
be posted to IPB?
Will a Notice be Posted No
to IPB?
In which fiscal year is 2015
procurement to begin?
Is this a multi-year No
(exceeds 12 months)
contract?
Contract for legal No
related services (CPO
#33)
Nature of Request IT
Enter the Original
Contract Number
Procurement Small Purchase
Approach
Special Condition None
Potential Small Yes
Business Set Aside?
Potential BEP / VBP No
Participation Goal?
Code E110
Class EDP, Consulting Services
ARRA Federal No
Recovery Funded
CFDA #

This is a one-time purchase.

The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year. The ISP will also not be fully prepared to develop and implement the gang database project.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The federal funds expire on November 30, 2015.

JPOWER2 9/2/15 1:14:56 PM

Currently Routed To Division Staff: To add PJF statement to the Work Log of the PBC and start the PBC in the Remedy System approval process.

RWELCH 9/2/15 8:55:02 AM

Procurement Method approved.

ASCHROED 4/27/15 2:48:55 PM

Button Pressed Canceled ASCHROED 4/27/2015 2:48:55 PM

Type of Contract Agency-Specific Contract

Expected Start Date 9/15/15

Expected End Date 11/30/15

**Is the Expected Start
Date Firm?** No

Number of Renewals 0

**Total Term (in
Months)** 3

Total Value for 39,700.00

**Maximum Length of
Contract**

**Total Value Funding
Sources** 39,700.00

These Values are: Estimated

**Is Third Party
Financing Required?** No

**Programmatic
Objective** The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services will consist of a technical review of the

with Conditions?

Conditions

ARB Approval

Required?

IPB Reference Number

**DateSolicitation Posted
to IPB**

Bid Opening Date

Bid Opening Time

Bid Opening Location

Project Contact Person

Project Contact Phone

Project Contact Fax

Project Contact Email

Date Award Posted

Notice Expiration Date

Conference Date

Conference Time

Conference Location

Conference Mandatory

Award Justification Small Purchase

8800

ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

Document Description: Amendment to ESRI Services Contract (Extend End Date Only)

☐ DRAFT
☒ FINAL

PBC # 15-92529 IPB# _____ Date Initiated: 11/29/16 Date Response Needed: 11/29/16

☒ Contract ☐ Grant ☐ MOU ☐ Inter-Agency Agreement
Travel Involved w/ Contract? ☐ Yes ☒ No

Document from:

☐ OPERATIONS ☐ DII ☐ FORENSICS ☒ ADMIN ☐ OTHER _____

Contact Person: Aaron Schroeder Phone: 558-2370

Return signed document to: Aaron Schroeder

Requires APO Review: ☒ YES ☐ NO Requires Legal Review: ☒ YES ☐ NO

Requires Director's Signature: ☒ YES ☐ NO

Person to obtain Director's signature: Aaron Schroeder

APO Review by: [Redacted] Date: 11/29/2016

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

APO comments or ☐ (see attached):

Legal Review by: [Redacted] DATE: 11/29/16

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

Legal comments or ☐ (see attached):

NOTE: Immediately after the original contract has been signed (by Director), send original to PSSC to establish obligation, along with a copy of the MRF and a copy of the approved PBC. Send copy to CMS for signature if applicable. Also scan and email documents to the APO.

STATE OF ILLINOIS

CONTRACT

Illinois State Police

ESRI Services

PBC92529

Original Contract

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #		Project Title		ESRI Services	
Contract # PBC92529		Procurement Method (IFB, RFP, Small, etc): Small Purchase			
IPB Ref. # N/A		IPB Publication Date: N/A		Award Code: C	
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Funding Source		Obligation #			
Small Business Set-Aside? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Minority Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage					
Female-Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage					
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage					
Other Preferences?					

Esri will provide up to 42 hours of consulting services, including travel, to configure an ArcGIS Organization and setup Collector for ArcGIS. The Esri consultant will start with a resource assessment to determine the available GIS content, capabilities and information product needs. Based on the available resources and immediate needs the consultant will then work with ISP to determine the most appropriate maps and apps that can be configured during the time available. Prior to the visit, Esri will provide ISP with a questionnaire that will need to be returned at least one week before the scheduled on site visit.

While going through the process of configuring the maps and apps, the Esri consultant will show ISP how to configure your ArcGIS organizational settings, populate the account with available content, and provide best practices on leveraging Web GIS. It is anticipated that consulting services will include the following topics:

- Authoring, registering and sharing content
- Creating web maps
- Account management and administrative tools
- Using Web GIS in user and publisher workflows
- Securing content and governance
- Collector for ArcGIS

DEFINITIONS

The Parties agree that the following definitions are applicable to this contract.

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

1.1. MILESTONES:

Phase 1: Consulting hours toward Technical Review of current ArcGIS Deployment (must happen before Phase 2)

Phase 2: Consulting hours toward ArcGIS for Server Implementation and Configuration (must happen before Phase 3)

Phase 3: Consulting hours toward Web GIS enablement and configuration of Collector for ArcGIS (must happen after Phase 2)

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be invoiced at end of contract.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

2.3 MAXIMUM AMOUNT: The total payments under this contract shall not exceed \$33,632.00 without a formal change order. The maximum amount will be entered by the State prior to execution of the contract.

2.4 EXPENSES ALLOWED: Expenses are allowed as follows:

Expenses including travel related expenses, travel time, ODC's and burden are allowable under this contract.

2.5 DISCOUNT: Not Applicable

2.6 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1. Vendor's Price for the Initial Term: \$33,632.00

2.6.2. Renewal Compensation: Not Applicable.

Price by Activity

Activity Description	Estimated Labor (\$)	Estimated Travel Expenses (\$)	Price
1 – Technical Review	\$10,960	\$0	\$10,960
2 – ArcGIS for Server Implementation	\$9,042	\$943	\$9,985
3 – WebGIS & Collector for ArcGIS Implementation	\$11,508	\$1,179	\$12,687
Total Not-to-Exceed (NTE) Price:			\$33,632

2.6.2.1 Agency/University Formula for Determining Renewal Compensation: N/A.

2.7 Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri expects payment for this contract no later than 60 days after the milestones are complete. Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year

some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Services Output is Vendor confidential information and the State will preserve and protect the confidentiality of such. The State agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure formats"). For custom software delivered in source code or other human readable formats, the State will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The Vendor is only obligated to maintain confidentiality on those items that have specifically been marked as "Confidential" by the disclosing Party. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, upon written notice at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

State may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this contract and obtain their agreement to be bound by them. Customer must comply with this Article in making any permitted disclosures.

4.7. USE AND OWNERSHIP: Except as specifically granted in this contract, Vendor owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Agreement, Vendor grants to the State a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Vendor's COTS Software.

4.8. Patents and Inventions: Vendor and the State will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Agreement. Vendor and the State will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Vendor nor the State may license, transfer, or sell its interest in jointly owned Inventions without the

license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- 4.15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. All such background checks shall be coordinated with Vendor's Human Resources Department and in accordance with Vendor policies. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16. APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18. CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19. NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- 4.26. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27 **EXPORT CONTROLS:** The State must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export law.
- 4.28 **Service Contract. UCC Inapplicability.** Services provided under this agreement will not be deemed "goods" and will not be governed by the Uniform Commercial Code (UCC) or Illinois statute.
- 4.29 **Equitable Relief.** The Parties agrees that any breach of this Agreement may cause irreparable damage. In the event of a breach, in addition to any and all remedies at law, the non-breaching party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

05

28. Vendor warrants and certifies that it and, to the best of its knowledge, ~~its subcontractors~~ it have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and ~~subcontractors~~ from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- *29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name

Eari, Inc.

Business Name:

Environmental Systems Research Institute, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |

Signature of Authorized Representative

Date:

9/14/16

Contract - Obligation Document

Agency No. 493

629

[illegible]

ILLINOIS STATE POLICE
MATERIAL REQUEST FORM

To Shanel Service 6/24/16

FY: 17

Date: 6/21/2016



Division Head, Division: <u>Colonel Tad Williams</u>		Supervisor's Approval: <u>Lt. Colonel Chris Trame</u>		Requested By: <u>Chief Aaron Kusterman</u>	
NOTE: Supplies/Services under \$30,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm					
Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	ArcGIS Services	1	1	\$33,632.00	\$33,632.00
	PBC #: <u>15-92529</u> Account Code: <u>[REDACTED]</u> Minor Object Code: <u>1289</u>			TOTAL	\$33,632.00
Summary of need and impact to other entities					
Project Name: <u>Gang Database - ESRI</u> Term of Services: <u>7/1/16 - 9/30/16</u>					
Was item budgeted? <u>X</u> Yes <u> </u> No If no, please justify: <u> </u>					
Specifications Attached <u>X</u> Yes <u> </u> No Contract Attached: <u> </u> Yes <u> </u> No <u>X</u>					
SBSA Vendor Used? <u> </u> Yes <u>X</u> No/NA If No, SBSA Waiver Attached: <u> </u> Yes <u>X</u>					
SOURCE OF SUPPLY			SHIP TO/BILL TO AS FOLLOWS:		
NAME: <u>Environmental Systems Institute</u>			SHIP TO CODE: <u>49360-AQ</u>		
ADDRESS: <u>380 New York Street</u>			BILL TO CODE: <u>49360-AQ</u>		
CITY: <u>Redlands, CA</u>			LOCATION: <u>2200 S Dirksen Parkway</u>		
FEIN: <u>[REDACTED]</u>			Springfield, IL 62703		
NAME: <u> </u>			ATTENTION: <u>Aaron Schroeder</u>		
ADDRESS: <u> </u>			TELEPHONE: <u>217/558-2370</u>		
CITY: <u> </u>			COST CENTER CODE <u>629</u> <i>DC</i>		
FEIN: <u> </u>			FOR FISCAL USE ONLY		
<div style="text-align: center;"> RECEIVED OCT 27 2016 BY PURCHASING </div>			Checked SBSA Directory <u> </u> Yes <u> </u> N/A		
			Analyst Approval: <u>[Signature]</u>		
			Date: <u>6/23/16</u>		

Procurement Justification Form

Date: 06/17/16
PBC: 15-92529

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☒ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets criteria #2 and #4.

#2 - The federal funds expire on June 30, 2016

#4 - This procurement is part of the gang database project.

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gage database collection tools. The services will consist of a technical review of the existing system to support increase in usage and capacity related to the ArcGIS collection gang database project. The services will also provide installation and deployment of ArcGIS server in a deployment environment.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The federal funds expire on June 30, 2016.


Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

Procurement Business Case Print Report

Request ID 15-000000092529
Project Title ArcGIS Services
Status Awarded
sub
Requesting Agency ISP-Illinois State Police
Agency Reference
Number
Creator Name Aaron Schroeder
Procurement End User Jack Matthews
APO Name John Power
APO Phone (217) 558-3880
APO Email John_Power@isp.state.il.us
Relevant Category IT
Detail Object Code 1289 Contractual Services Not Elsewhere Classified
Will a Solicitation/Bid No
be posted to IPB?
Will a Notice be Posted No
to IPB?
In which fiscal year is 2015
procurement to begin?
Is this a multi-year No
(exceeds 12 months)
contract?
Contract for legal No
related services (CPO
#33)
Nature of Request IT
Enter the Original
Contract Number
Procurement Small Purchase
Approach
Special Condition None
Potential Small Yes
Business Set Aside?
Potential BEP / VBP No
Participation Goal?
Code E110
Class EDP, Consulting Services
ARRA Federal No
Recovery Funded
CFDA #

Federal Project Title**Work Log** JPOWER2 9/4/15 11:11:09 AM

Button Pressed Ready to Award JPOWER2 9/4/2015 11:11:09 AM

JPOWER2 9/4/15 11:11:07 AM

Button Pressed Vendor Selected JPOWER2 for \$39,700.00 Total (Vendor Award = Yes) 9/4/2015 11:11:07 AM

JPOWER2 9/4/15 11:11:07 AM

Button Pressed Vendor Selected JPOWER2 9/4/2015 11:11:07 AM

Remedy Application Service 9/4/15 11:01:02 AM

Approved by PM.

james.ellenberg 9/4/15 11:01:02 AM

Button Pressed Approve james.ellenberg 9/4/2015 11:01:02 AM

Remedy Application Service 9/2/15 3:04:47 PM

Approved by IT/Telecom.

randy.anderson 9/2/15 3:04:46 PM

Button Pressed Approve randy.anderson 9/2/2015 3:04:46 PM

Remedy Application Service 9/2/15 1:32:59 PM

Approved: APO approval level.

JPOWER2 9/2/15 1:32:59 PM

Button Pressed Approve JPOWER2 9/2/2015 1:32:58 PM

ASCHROED 9/2/15 1:22:26 PM

Button Pressed Start Approval ASCHROED 9/2/2015 1:22:26 PM

ASCHROED 9/2/15 1:22:14 PM

List the criteria # along with detailed justification below:

This procurement meets criteria #2 and #4.

#2-The federal funds expire on November 30, 2015.

#4-This procurement is part of the gang database project.

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services will consist of a technical review of the existing system to support increase in usage and capacity related to the ArcGIS collection gang database project. The services will also provide installation and deployment of ArcGIS server in a deployment environment.

This is a one-time purchase.

The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year. The ISP will also not be fully prepared to develop and implement the gang database project.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The federal funds expire on November 30, 2015.

JPOWER2 9/2/15 1:14:56 PM

Currently Routed To Division Staff: To add PJF statement to the Work Log of the PBC and start the PBC in the Remedy System approval process.

RWELCH 9/2/15 8:55:02 AM

Procurement Method approved.

ASCHROED 4/27/15 2:48:55 PM

Button Pressed Canceled ASCHROED 4/27/2015 2:48:55 PM

Type of Contract Agency-Specific Contract
Expected Start Date 9/15/15
Expected End Date 11/30/15
Is the Expected Start Date Firm? No
Number of Renewals 0
Total Term (in Months) 3
Total Value for Maximum Length of Contract 39,700.00
Total Value Funding Sources 39,700.00
These Values are: Estimated
Is Third Party Financing Required? No

Programmatic Objective The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services will consist of a technical review of the existing system to support increase in usage and capacity related to the ArcGIS collection gang database project. The services will also provide installation and deployment of ArcGIS server in a deployment environment.

This is a one-time purchase.

The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year. The ISP will also not be fully prepared to develop and implement the gang database project.

Pricing:

Enterprise Health Check: \$12,300

ArcGIS Server Jumpstart: \$8,800

One-Site Support: \$8,400

Remote Developer Support: \$10,200

Economic Justification The economic benefits of this procurement approach selected is small purchase. There are additional procurements/expenditures being processed separately for hardware and software. The small purchase method provides the ISP with the vendor that can provide the needed consulting services.

History/Background This is a new initiative.

This procurement is subject to small business set-aside and ISP will seek a waiver. It is not subject to business enterprise program participation or vendor's business program participation potential.

Brand Name

Emergency

Emergency Rationale

Sole Source

Sole Source Question 1

Sole Source Question 2

Sole Source Question 3

Sole Source Question 4

Sole Source Question 5

Sole Source Question 6

Sole Source Question 7

State Use

Governance Required? No

Account Charge

Comments

Charter Required? No

Charter Approved?

**Was this Approved No
with Conditions?**

Conditions

ARB Approval

Required?
IPB Reference Number
Date Solicitation Posted to IPB
Bid Opening Date
Bid Opening Time
Bid Opening Location
Project Contact Person
Project Contact Phone
Project Contact Fax
Project Contact Email
Date Award Posted
Notice Expiration Date
Conference Date
Conference Time
Conference Location
Conference Mandatory
Award Justification Small Purchase

SAM Search Results
List of records matching your search for :

Search Term : Environmental* Systems* Research* Institute* Inc.*
Record Status: Active

ENTITY	Environmental Systems Research Institute, Inc.	Status:Active
---------------	--	---------------

DUNS: [REDACTED]	+4:	CAGE Code: 0AMS3	DoDAAC:
------------------	-----	------------------	---------

Expiration Date: Jun 6, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
------------------------------	---------------------------	------------------------------

Address: 380 New York St

City: Redlands

ZIP Code: 92373-8118

State/Province: CALIFORNIA

Country: UNITED STATES

ENTITY	Environmental Systems Research Institute, Inc.	Status:Active
---------------	--	---------------

DUNS: [REDACTED]	+4: 4175	CAGE Code: 7BE56	DoDAAC:
------------------	----------	------------------	---------

Expiration Date: Jun 6, 2017	Has Active Exclusion?: No	Delinquent Federal Debt?: No
------------------------------	---------------------------	------------------------------

Address: 380 New York St

City: Redlands

ZIP Code: 92373-8118

State/Province: CALIFORNIA

Country: UNITED STATES

Environmental Systems Research Institute, Inc.

380 New York Street
Redlands, CA 92373-8100
Last Activity:10/29/2009 4:20:40 PM
Business Status:Active
[View Business Status History](#)

Affiliate List

Jack Dangermond
380 New York Street
Redlands, CA 92373

Laura Dangermond
380 New York Street
Redlands, CA 92373

100 Most Recent Activities

2/26/2016 2:33:03 PM
Certificate Produced

5/13/2015 8:24:35 AM
Certificate Produced

3/30/2015 12:41:51 PM
Certificate Produced

4/21/2014 5:02:28 PM
Certificate Produced

4/23/2013 10:25:23 AM
Certificate Produced

4/22/2013 11:08:33 AM
Certificate Produced

[View Full Affiliate List](#)[View Full Activity List](#)

Search For Contributions

How accurate is this match?

Match contributions

for:

- ☒ Entire Business
☐ Business Only, No Affiliates

Match contributions by:

- ☒ By Name
☐ By Address
☐ By Name and Address
(Both must match)

PSV-PUBWEB1

SOLE SOURCE JUSTIFICATION FORM

SOLE SOURCE JUSTIFICATION FORM

Bufile or Reference Number: 15-92529

SECTION VI - HISTORY

Has the Agency or University purchased these supplies or services in the past? ☐ Yes ☒ No

If yes, STARTING WITH THE MOST RECENT CONTRACT AND WORKING BACKWARD, for the entire relationship with this vendor for this supply or service, list each term, value, short description and type of procurement of each:

Term:	Term From:	Term To:	Value:	Description:	Contract Number:	Type:
One			\$			Select One
Two			\$			Select One
Three			\$			Select One
Four			\$			Select One
Five			\$			Select One
Six			\$			Select One
Seven			\$			Select One
Eight			\$			Select One
Nine			\$			Select One
Ten			\$			Select One

If more than 10 years, explain: N/A

SECTION VII - BUSINESS RATIONALE

1. Provide a detailed explanation of the need for the supplies or services:

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) Professional Services to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for an ArcGIS Collector pilot project. This involves a technical review of the existing system to support an increase in usage/capacity related to the ArcGIS Collector pilot project. It will also include installation and deployment of ArcGIS Server in a development environment. The services include the activities listed below.

Activity 1-Enterprise Health Check Plus: ESRI will provide on-site consulting services to assist ISP with a review of its existing production environment, along with an additional capacity planning for the ArcGIS Collector pilot project.

*On-Site Review of ISP's servers and applications

*On-Site Capacity Planning

*Follow-up Enterprise Health Check and Capacity Summary Report

Activity 2-ArcGIS Server Jumpstart Plus: ESRI will provide on-site and remote consulting services for a standard ArcGIS Server Jumpstart package.

*Set-up and Configuration of the development environment

*Services

*Administration and Diagnostics

*Data Sources, Caching

*Performance and Scalability Considerations

*Ad hoc support as needed

Activity 3-Remote Follow-up Support

Following the on-site visits, ESRI will provide for up to forty (40) hours of remote consulting services to assist ISP with ad hoc support, knowledge transfer, and other items mutually identified and agreed upon by ESRI and ISP

2. Why are the requested supplies or services the only one that can satisfy your requirements?
ESRI is the only organization that can provide the package of services. ESRI is uniquely qualified to deliver the packaged services and do not offer them to resellers.
3. What are the unique features of the supplies or services that are not available in any other product or by any other vendor? Provide specific, quantifiable factors/qualifications:
ESRI is the only company that offers these package of services. ESRI does not offer these packages to resellers. The packaged services outlined above are what qualified ESRI Professional Services staff offer.
4. If services, what are the unique qualifications this vendor possesses? Provide specific, measurable factors/qualifications
ESRI packages the services together which is not offered to resellers.
5. Were alternative supplies or services evaluated? ☐ Yes ☒ No
 - 5a. If yes, name the alternative vendors whose supplies or services were evaluated
N/A
 - 5b. If yes, what were the alternatives for each vendor and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility
N/A

SOLE SOURCE JUSTIFICATION FORM

- 5c. If no, why were alternatives not evaluated?
There are no resellers that offer the services.
6. What efforts were made to get the best possible price?
7. Will this purchase obligate the State to this vendor for future purchases such as maintenance, licensing or continuing need? ☐ Yes ☒ No
7a. If yes, please provide details regarding future obligations and/or needs:
8. Why is the price for this purchase considered to be fair and reasonable?
(It is fair and reasonable based on the deliverables ISP will receive on each activity).
9. If this is a renewal, describe why circumstances are such that competitive selection is SBI not an alternative since awarding the original contract:
N/A
10. What will be the financial or other impact to the State if this sole source is not approved and a competitive bid is required?
The State may lose federal grant dollars and ESRI would be the only vendor to respond with the services packaged together. *Is this service were competitively bid, award would be to ESRI as they are*
11. Is there any additional justification information that you would like to add to justify this sole source?
The federal grant funds for this purchase expire on November 30, 2015. *the only provider of these services*

SOLE SOURCE JUSTIFICATION FORM

Bulletin or Reference Number: 15-92529

SECTION VIII - APPROVALS

REQUESTING DEPARTMENT SIGNATURE REQUIRED

I know and understand the contents of this Sole Source Justification and attest that all statements are true and correct and that the fairness and reasonableness of the price was adequately confirmed.

Requesting Department Representative

Printed Name

Date

317/785-4586
Requesting Department Representative
Telephone Number

AARON KUSTERMAN
AARON.KUSTERMAN@ISP.STATE.IL.US
Requesting Department Representative Email
Address

STATE AGENCY BUREAU/DIVISION HEAD OR UNIVERSITY PURCHASING DIRECTOR APPROVAL AND SIGNATURE REQUIRED

I know and understand the contents of this Sole Source Justification and attest that all statements are true and correct and that the fairness and reasonableness of the price was adequately confirmed.

State Agency Bureau/Division Head and Not a
Designee or University Purchasing Director
Signature and Not a Designee

Printed Name

Date

State Agency Bureau/Division Head or University
Purchasing Director Telephone Number

State Agency Bureau/Division Head or University
Purchasing Director Email Address

SPO APPROVAL AND SIGNATURE REQUIRED

I know and understand the contents of this Sole Source Justification and have verified that all statements are true and correct and that the fairness and reasonableness of the price was adequately confirmed.

SPO Signature

SPO Printed Name

Date

(317)557-4781
SPO Telephone Number

Richard P. Welch
SPO Email Address

RP

SOLE SOURCE JUSTIFICATION FORM PART II

Bulletin or Reference Number: 15-92529

SECTION I - GENERAL INFORMATION

Requesting Agency/University: Illinois State Police
 Project Title: Gang Grant Project
 Initial Date of Procurement Bulletin Posting:
 Vendor: ESRI

Was a Sole Source hearing held per 30 ILCS 500/20-257

☐ Yes - Complete Sections II and III below

☒ No - Section II not required, go to Section III below

SECTION II - SOLE SOURCE HEARING DETAILS

Hearing Date:
 Hearing Time:
 Hearing Location:

The State posted to the Illinois Procurement Bulletin a description of the State's need, the justification for the sole source decision, and information regarding the opportunity to submit comments and testify at a public hearing. Notice of the hearing was also posted outside of the hearing room 48 hours prior to the hearing.

- ☐ No members of the public or other entities testified or provided written comments.
☐ Members of the public or other entities testified and/or provided written comments. See attached.

The public hearing was conducted for the purpose of receiving testimony regarding the sole source determination. The Hearing Officer recommends the following:

The following relevant documents are attached:

- ☐ Written comments submitted prior to, at or after the Sole Source Hearing
☐ Decision Memo or Written Recommendation of the Hearing Officer
☐ Hearing Minutes (if minutes were recorded)
☐ Other:

 Hearing Officer Signature

 Printed Name

 Date

 Hearing Officer Telephone

 Hearing Officer Email Address

SECTION III - CPO APPROVAL AND SIGNATURE REQUIRED

- ☐ Based on my review, I authorize the Agency/University to proceed in accordance with the published Notice referenced above.
☐ Based on my review of this procurement the Agency/University is not authorized to proceed with this sole source as presented and my recommendation is that it be cancelled.
☐ Based on my review, I authorize the Agency/University to proceed with the following changes:
☐ I do not concur for the following reasons:
☐ Other:

 CPO Signature

 Printed Name

 Date

 CPO Telephone Number

 CPO Email Address

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI Services PBC/Contract #: 15-92529 Term: 10/01/15-12/31/16 Amount: \$39,700

Work Location: Springfield Date of Vacancy (if applicable): _____

Scope of Services: Services from ESRI staff to assist ISP on the setup of the server for gang database collection tools.

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

- I. **AFSCME-Bargaining Unit Work** - Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☒ **Time Limited Work** - Work based on one of the following exceptions:

a. ☐ **Emergency Work** - consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

b. ☒ **Temporary or Seasonal Work** - consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

c. ☐ **No Appropriate Eligible List** - consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** - The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ **Sub-contracting**: Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ **Written waiver** obtained from Council 31 for exceeded time frames set forth in #11. _____
(date)

6. ☐ **Renewal of an existing contract**, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

- II. ☐ **Non-AFSCME Bargaining Unit Work** - Same or comparable work is not arguably performed by bargaining unit employees as determined by _____ Division of Labor Relations.

LR Administrator Signature _____

Date 9/19/16

replaces signed 8/17/16



ESRI Services
Aaron Schroeder
Bryce Benton

Adria Martin

06/21/2018 09:37 AM

PDF

PDF

W

SSJF ESRI for Gang Database.pdf/673 Set aside waiver ISP 08-6-15.pdf/PJ_Services_PBC92529_.doc



PBC_92529.docx Checklist_Services_PBC92529_Approved

I will make a note in the worklog of the PBC that the term dates are being changed.

I spoke to John Power (APO) yesterday and we can still use the approved PBC since a contract was never executed.

Thank you,

Aaron Schroeder
Illinois State Police
Information Services Bureau
Phone: 217-558-2370
Cell: 217-891-2569
Fax: 217-558-0843



September 30, 2014

Aaron Schroeder
Illinois State Police
801 S. 7th St.
Suite 300M
Springfield IL 62703

Dear Aaron,

This letter is in regards to sole source-status for professional services we have proposed to Illinois State Police under our proposal number P14-12004. The services proposal is composed primarily of two Esri services "packages." These packages are standard Esri services products that provide qualified Esri Professional Services staff to accomplish a specific set of tasks for the customer. Esri is the only organization that can provide these packages. We do not offer these packages to our resellers.

Esri is also uniquely qualified to deliver the services requested, since Illinois State Police desires advice on the best means to deploy technology developed and provided by Esri.

If you have any questions on this please contact me.

Respectfully,


Mike Kostrik
Account Manager

SMALL BUSINESS SET-ASIDE PROGRAM WAIVER REQUEST

IPB/Agency Reference Number #: 15-92529

Print Form

From CPO Notices # 2015.01 July 17, 2014 (and as amended by CPO Notices 2014.03, 2013.08, 2013.04,):

The Chief Procurement Officer has established 673 set-aside categories of construction, supplies and services that are set aside for small businesses in Illinois. Procurements that are within the listed categories must be set-aside for small businesses, regardless of the dollar value of the contracts. Additionally, all contracts under \$50,000 are automatically set-aside for small businesses in Illinois.

An agency may request a Small Business Set-Aside Program Waiver. To obtain a Small Business Set-Aside Program Waiver, agencies must demonstrate a discernible, clear justification. The following are examples of guidelines that may be considered:

- ☒ The product or service is provided by a large business sole source vendor.
- ☐ There is a need for a brand name product and there are no small businesses that provide the product.
- ☐ Small Business vendors were solicited and no offers were received.
- ☐ The supply base for the product or service includes several larger diversified vendors that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The supply base for the product or service includes several Veteran Owned Small Businesses (VOSB) that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The product or service is required to be purchased from Illinois Correctional Industries (30 ILCS 500/45-30).
- ☐ There is an opportunity to establish a no-bid contract with a State Use vendor (30 ILCS 500/45-35). Provide more detail below.
- ☐ The prices offered by qualified small businesses are substantially greater than the prices offered by large businesses. Provide more detail below.
- ☐ The small business supply base does not meet regional or geographic requirements for the product or service. Provide more detail below.
- ☐ Other. Provide more detail below.

Elaborate as necessary (required for last four check boxes): Approved Sole Source Justification Form is attached.

Brief Description of Procurement:

Procure consulting services through ESRI for setting up server for the Gang Database Collection Project.

Date: August 4, 2015

Requested By: Aaron Schroeder

Agency: Illinois State Police

Telephone: 217-558-2370

Bureau/Location: Information Services Bureau/Splid.

Email Address: schroea@isp.state.il.us

Procurement Classification: 91829

Estimated Dollar Amount: 39,700

Requestor's Name: Aaron Schroeder

Title: ISA II

Signature: Aaron Schroeder

Signature must be original and must be legible. If the signature is not legible, the signature must be typed and the signature must be typed in the space provided.

<input type="checkbox"/> Procurement Under \$50,000 and Not one of 673 Set-Aside Categories Approved <input type="checkbox"/> Denied <input type="checkbox"/> <div style="display: flex; justify-content: space-between;"><div>Agency SPO Signature</div><div>Date</div></div>	<input checked="" type="checkbox"/> Procurement in 673 Set-Aside Categories Regardless of Cost Approved <input checked="" type="checkbox"/> Denied <input type="checkbox"/> <div style="display: flex; justify-content: space-between;"><div>Scott McKinnery <small>Signature must be original and must be legible. If the signature is not legible, the signature must be typed and the signature must be typed in the space provided.</small></div><div>Aug 6, 2015</div></div> <div style="display: flex; justify-content: space-between;"><div>Small Business SPO Signature</div><div>Date</div></div>
--	--

Material Request Form (MRF) - CHECKLIST

Project Title: ESRI - Gang Database

PBC#: 15-92529

Division: Operations - Intelligence Command

IPB#: _____

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

☒ ☐ DM Copy of draft Procurement Business Case

☐ ☐ _____ MRF with:

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | appropriate approvals (including Budget) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | master contract number |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPB posting # (for all P&A, & other purchases >\$9,999.99) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | PBC # 15-92529 |

☒ ☐ DM Procurement Justification Form with appropriate Division approval

☒ ☐ DM Sole Source Justification Form with approvals

☐ ☒ DM OMB approval of IT hardware over \$5000 (attach to PBC)

☒ ☐ DM Screen print from small business database or approved small business waiver

☐ ☒ DM Copy of request for quote (includes Sel2Illinois email sent to SBSA vendors) (attach to PBC)

☐ ☒ DM All vendor responses to request for quote (if over \$9,999.99) (attach to PBC)

☒ ☐ DM Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)

☐ ☒ DM Specifications (if CMS will be bidding, to be entered into IGPS)

☐ ☒ DM ELFAR

☐ ☒ DM Cost Justification form with signatures (for printing devices)

☐ ☒ DM Surplus Property form (for printing devices)

☒ ☐ DM Other documents Copy of email from Aaron Schroeder w/ PBC info.

Contact Name: Adria Martin

Phone #: 782-3735

Date: 6/21/16



ILLINOIS STATE POLICE ROUTE SLIP

Division	Division of Operations - Intelligence Command			
Subject	ESRI Gang Database - Procurement Paperwork			
Return To	Ms. Adria Martin			
Date	Signature	Concur (Y/N)	Concur with exception	Next Action or Approved/Denied
6/21/16	Lt. Darrell Aders	Y		Chief Aaron Kustermann
6/21/16	[Redacted]	Y		Lt. Colonel Chris Trame
6/21/16	[Redacted]	Y		Colonel Tad Williams
6/21/16	[Redacted]	Y		

Comments: Attached for review is the procurement paperwork for the ESRI Gang Database. APO John Power approved the usage of the previous PBC (15-92529) for this procurement. Aaron Schroeder will be updating the work log of the PBC, indicating the term dates have changed.

REC'D

JUN 21

**DIVISION 0
DEPUTY DIR**

8800

ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

Document Description: ESRI Services

☐ DRAFT
☒ FINAL

PBC # 15-92529 IPB# _____ Date Initialed: 8/12/16 Date Response Needed: 8/15/16

☒ Contract ☐ Grant ☐ MOU ☐ Inter-Agency Agreement
Travel Involved w/ Contract? ☐ Yes ☒ No

Document from:

☐ OPERATIONS ☐ DII ☐ FORENSICS ☒ ADMIN ☐ OTHER _____

Contact Person: Aaron Schroeder Phone: 558-2370

Return signed document to: Aaron Schroeder

Requires APO Review: ☒ YES ☐ NO Requires Legal Review: ☒ YES ☐ NO

Requires Director's Signature: ☒ YES ☐ NO

Person to obtain Director's signature: Aaron Schroeder

***** [REDACTED] *****

APO Review [REDACTED] Date: 10/17/2016

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

APO comments or ☐ (see attached):

Legal Review [REDACTED] DATE: 8/16/16

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

Legal comments or ☐ (see attached):

NOTE: Immediately after the original contract has been signed (by Director), send original to PSSC to establish obligation, along with a copy of the MRF and a copy of the approved PBC. Send copy to CMS for signature if applicable. Also scan and email documents to the APO.

STATE OF ILLINOIS
CONTRACT
Illinois State Police
ESRI Services
PBC92529

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. SUPPLEMENTAL PROVISIONS
6. STANDARD CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS**CONTRACT**

Illinois State Police

ESRI Services

PBC92529

VENDOR

Vendor Name: Esri Inc.	Address: 380 New York Street, Redlands CA 92373
Signature: [Redacted]	Phone: 909-793-2853
Printed Name: Chris Johnson	Fax: 909-307-3020
Title: Manager, Commercial and Gov't Contracts	Email: cjohnson@esri.com
Date: 8/29/2016	

STATE OF ILLINOIS

Procuring Agency or University: Illinois State Police	Phone: 217-782-7263
Street Address: 801 South Seventh Street	Fax: 217-785-2821
City, State ZIP: Springfield, Illinois 62703	
Official Signature: [Redacted]	Date: 10/19/16
Printed Name: Leo P. Schmitz	
Official's Title: Director	

AGENCY/UNIVERSITY USE ONLY
NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference #		Project Title		ESRI Services	
Contract # PBC92529		Procurement Method (IFB, RFP, Small, etc): Small Purchase			
IPB Ref. #		N/A		IPB Publication Date: N/A	
				Award Code: C	
Subcontractor Utilization?		<input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Funding Source		Obligation #			
Small Business Set-Aside? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Minority Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage					
Female-Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage					
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage					
Other Preferences?					

1. DESCRIPTION OF SUPPLIES AND SERVICES

The Illinois State Police (ISP) is contracting with Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services to assist in a technical review of ISP's current ArcGIS deployment, the implementation of ArcGIS for Server in a production environment to accommodate the deployment of Collector for ArcGIS.

SUPPLIES AND/OR SERVICES REQUIRED:

Activity One- Esri will provide up to 40 hours of consulting support to assist ISP with a Technical Review of ISP's Current ArcGIS Deployment

Esri will provide up to 40 hours of consulting services to assist ISP with a review and assessment of the overall state of a customer's production GIS implementation based on key best practices considerations. It is a proactive approach designed to provide early detection and evaluation of potential issues through a review of system configuration, workflows, system administration and operations. It is anticipated that consulting services will include the following topics:

- Review existing system architecture and key items from questionnaire (led by ISP)
- Discuss key business applications and workflow diagrams (led by ISP)
- Review existing ArcGIS products implementation and configuration
- Discuss existing data sources including RDBMS, if applicable

This activity will be supported remotely from Esri's offices. The Esri consultant(s) will work with direction from ISP's technical staff and management. Upon conclusion of the initial system review Esri will prepare a brief (up to 5 pages) written summary of findings, recommendations and considerations that could be used as the basis for on-going system planning, adjustments, upgrades and operational practices

Activity Two-Esri will provide up to 33 hours of consulting support, inclusive of travel, for installation and configuration support for ArcGIS for Server software on up to 2 customer provided physical or virtual servers by 1 Esri consultant. Once installation and configuration are complete, any remaining on site time can focus on standard ArcGIS for Server technology topics such as:

- Setup and Configuration
- Creating and Working with Services
- Administration and Diagnostics
- Data Sources, Versioning and Replication
- Caching Benefits and Workflows
- Performance and Scalability Considerations
- Enterprise GIS Resource Overview

One (1) consultant will support this activity for up to 3 consecutive business days on-site at ISP's facilities in Springfield, IL. The Esri consultant(s) will work with direction from ISP's technical staff and management. Following the on-site visit, any remaining hours can be used for remote, ad-hoc services via telephone, e-mail, and/or webcast. Customer will be provided a prerequisite questionnaire and checklist document prior to the on-site visit that must be completed

Activity 3 -Esri will provide up to 42 hours of consulting support inclusive of travel for WebGIS & Collector for ArcGIS implementation.

Esri will provide up to 42 hours of consulting services, including travel, to configure an ArcGIS Organization and setup Collector for ArcGIS. The Esri consultant will start with a resource assessment to determine the available GIS content, capabilities and information product needs. Based on the available resources and immediate needs the consultant will then work with ISP to determine the most appropriate maps and apps that can be configured during the time available. Prior to the visit, Esri will provide ISP with a questionnaire that will need to be returned at least one week before the scheduled on site visit.

While going through the process of configuring the maps and apps, the Esri consultant will show ISP how to configure your ArcGIS organizational settings, populate the account with available content, and provide best practices on leveraging Web GIS. It is anticipated that consulting services will include the following topics:

- Authoring, registering and sharing content
- Creating web maps
- Account management and administrative tools
- Using Web GIS in user and publisher workflows
- Securing content and governance
- Collector for ArcGIS

DEFINITIONS

The Parties agree that the following definitions are applicable to this contract.

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

1.1. MILESTONES:

Phase 1: Consulting hours toward Technical Review of current ArcGIS Deployment (must happen before Phase 2)

Phase 2: Consulting hours toward ArcGIS for Server Implementation and Configuration (must happen before Phase 3)

Phase 3: Consulting hours toward Web GIS enablement and configuration of Collector for ArcGIS (must happen after Phase 2)

1.2. VENDOR / STAFF SPECIFICATIONS: N/A

1.3. TRANSPORTATION AND DELIVERY: N/A

1.4. SUBCONTRACTING

Subcontractors are not allowed.

1.4.1. Will subcontractors be utilized? ☐ Yes ☒ No

1.4.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.5. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: ISP Central Headquarters in Springfield, IL

Value of services performed at this location: \$22,672

- Location where services will be performed: Remotely from ESRI Offices

Value of services performed at this location: \$10,960

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be invoiced at end of contract.

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

2.3 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$33,632.00 without a formal change order. The maximum amount will be entered by the State prior to execution of the contract.

2.4 **EXPENSES ALLOWED:** Expenses are allowed as follows:

Expenses including travel related expenses, travel time, ODC's and burden are allowable under this contract.

2.5 **DISCOUNT:** Not Applicable

2.6 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1. Vendor's Price for the Initial Term: \$33,632.00

2.6.2. Renewal Compensation: Not Applicable.

Price by Activity

Activity Description	Estimated Labor (\$)	Estimated Travel Expenses (\$)	Price
1 – Technical Review	\$10,960	\$0	\$10,960
2 – ArcGIS for Server Implementation	\$9,042	\$943	\$9,985
3 – WebGIS & Collector for ArcGIS Implementation	\$11,508	\$1,179	\$12,687
Total Not-to-Exceed (NTE) Price:			\$33,632

2.6.2.1 Agency/University Formula for Determining Renewal Compensation: N/A.

2.7 Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri expects payment for this contract no later than 60 days after the milestones are complete. Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

3. TERM AND TERMINATION

- 3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of Upon Execution to November 30, 2016 ^{RL} If a start date is not identified, the term shall commence upon the last dated signature of the Parties. The target dates for the Activities are as specified below:

Activities 1-3 Completed by 11/30/2016 ~~RL~~

- 3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
- 3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.
- 3.2 **RENEWAL:** This contract does not contain renewals.
- 3.3 **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within fifteen days or as specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- 3.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.
- 3.4.1 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving

some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative:** Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding:** This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice

Vendor will send invoices to:

Agency/University:	Illinois State Police
Attn:	Aaron Schroeder
Address:	801 South Seventh Street, Suite 300M
City, State Zip	Springfield, IL 62703

- 4.2. ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 4.4. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. The period of performance for this contract shall be mutually agreed upon by both Parties. In the event that an extension is required, both Parties agree to execute an amendment to specify the revised period of performance.
- 4.5. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.6. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The

non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.8

CONFIDENTIAL INFORMATION: Services Output is Vendor confidential information and the State will preserve and protect the confidentiality of such. The State agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure formats"). For custom software delivered in source code or other human readable formats, the State will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so. Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The Vendor is only obligated to maintain confidentiality on those items that have specifically been marked as "Confidential" by the disclosing Party. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, upon written notice at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

State may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this contract and obtain their agreement to be bound by them. Customer must comply with this Article in making any permitted disclosures.

- 4.7. USE AND OWNERSHIP:** Except as specifically granted in this contract, Vendor owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Agreement, Vendor grants to the State a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Vendor's COTS Software.
- 4.8. Patents and Inventions:** Vendor and the State will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Agreement. Vendor and the State will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Vendor nor the State may license, transfer, or sell its interest in jointly owned Inventions without the

written consent of the other party, which will not be unreasonably withheld. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

- 4.9. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers (collectively, the "Indemnified Parties") from any and all costs, demands, expenses, losses, claims, , liabilities, and judgments, including all reasonable costs expenses and attorneys' fees, arising out of: (a) any action or claim for bodily injury , death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extend arising from any negligent act or omission or willful misconduct by Contractor, its subcontractors or their respective directors, officers, employees or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.10. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Vendor be liable to the State for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Agreement, however caused or under any theory of liability, even if Vendor has been advised of the possibility of such damages.

Vendor's total cumulative liability under this Agreement, from all causes of action of any kind, will in no event exceed the amount actually paid by the State for services under this Agreement from which the liability directly arose.

- 4.11. INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13. SOLICITATION AND EMPLOYMENT:** Neither Party shall employ any person employed by the other party on this contract for one year after the end of this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.
- 4.14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all

license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- 4.15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. All such background checks shall be coordinated with Vendor's Human Resources Department and in accordance with Vendor policies. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16. APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.18. CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19. NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- 4.21. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES:**

Vendor warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, State may require Vendor to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Vendor disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Vendor does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet the State's needs or expectations. Customer should not rely on any Map Data unless the State has verified Map Data against actual data from documents of record, field measurement, or observation.

- 4.24.1.** Vendor warrants that all services will be performed to meet the requirements of the contract and Vendor's attached Statement of Work and in accordance with the professional and technical standards of the computer software industry, in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 4.25.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

- 4.26. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27 EXPORT CONTROLS:** The State must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export law.
- 4.28 Service Contract. UCC Inapplicability.** Services provided under this agreement will not be deemed "goods" and will not be governed by the Uniform Commercial Code (UCC) or Illinois statute.
- 4.29 Equitable Relief.** The Parties agrees that any breach of this Agreement may cause irreparable damage. In the event of a breach, in addition to any and all remedies at law, the non-breaching party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

6

STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

~~This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.~~

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor ~~or its subcontractors~~ provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

- (5)
28. Vendor warrants and certifies that it and, to the best of its knowledge, ~~its subcontractors~~ ~~it have and will~~ comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors ~~and subcontractors~~ from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- *29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iltat) 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

in accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to

provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

33. ~~Vendor certifies that, for the duration of this contract it will:~~

- ~~• post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or~~
- ~~• will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or successor system; or~~
- ~~• is exempt from 20 ILCS 1005/1005-47 because the contract is for construction related services as that term is defined in section 1-15-10 of the Procurement Code, or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).~~

CS

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name

East, Inc.

Business Name:

Environmental Systems Research Institute, Inc.

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number:

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing medical and/or health | <input type="checkbox"/> D = disregarded entity |

Signature of Authorized Representative:

Date:

9/19/16

PROCUREMENT FILE CHECKLIST – SMALL PURCHASES

RFQ – Procurement Description: ESRT Services

Agency Identifier: ZSP/DOO Contract Number: PBC9529

IL Procurement Code (30 ILCS 500/20-155(b))

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement file shall contain a written determination, signed by the chief procurement officer or State purchasing officer, setting forth the reasoning for the contract award decision. The procurement file shall not include trade secrets or other competitively sensitive, confidential, or proprietary information. The procurement file shall be open to public inspection within 7 business days following award of the contract.

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Request for Quote (RFQ) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | List of entities registered in Sell2Illinois database that were sent the RFQ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responses to RFQ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tabulation |
| <input type="checkbox"/> | <input type="checkbox"/> | Small Business Waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Illinois Correctional Industries Waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen Print of Awardee's SBSA detailed information page |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Late execution waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Copy of Late filing affidavit |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Completed SPO Determination form (if over \$10,000) <i>(SPO note for work log of PBC)</i> |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract or Basic Ordering Agreement (BOA) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Board of Elections Compliance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Screen print of debt delinquency page from Comptroller's website (if over \$10,000, per CPO Notice 2012.06) |

SMALL PURCHASE CONTRACT - FILE CHECKLIST

Project Title: ESRI Services
 Division: DOO

PBC#: 15-9529
 IPB#: N/A

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

The following documents must accompany the contract/BOA for signature. Please send to APO.

YES N/A Initials

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Final contract or BOA for Director's Signature (with vendor signature) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of budget approved MRF |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Vendor's TIN page (Include IRS acceptance letter if applicable) |
| <input type="checkbox"/> | <input type="checkbox"/> | Board of Elections registration certificate, if applicable |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Procurement Business Case (PBC creator responsible for closing PBC once contract is executed) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Document Review Cover Sheet(s) signed by Legal |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If over ^{750,000} \$25K, copy of email sent to SPO showing disclosure information |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | If over \$25K, & utilizing <u>904</u> Funds, copy of screen print from the Excluded Parties List System |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | If utilizing 904 Funds, the percentage of goods/services contracted, and the dollar amount disclosed in the contract. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other documents _____ |

SPO/APO will complete:

- | | | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | SPO Determination Form approved through Step 4 APO approved |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If over ^{750,000} \$25K, copy of email showing Disclosure Information sent to Procurement Policy Board |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Screen print from Comptroller's Offset System (delinquent debt check) for vendor (required for all contracts over \$10,000) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | SPO Determination Form approved through Step 4 SPO approved via note to work log of PBC. |
| <input type="checkbox"/> | <input type="checkbox"/> | Update IPB Posting with SPO Determination Form (completed for procurement) |

Contact Name: _____

Phone #: _____

Date: _____

OCIS CICIOCP1

OFFSET CONTRACT INQUIRY

10:32 10/17/16

ACTION: S

ESPT, Inc

VENDOR NUMBER= *****5732

OFFSET: 00 OF 00

VENDOR NAME: *

CLAIMING AGENCY NUMBER: *

CLAIMING AGENCY NAME: *

CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:

AS OF 10/17/16 AT 10:32 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER *****5732. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

*

ENTER=PROCESS, PF3=IOCH, PF12=REFRESH

SOLE SOURCE JUSTIFICATION FORM

Bulletin or Reference Number: 15-02529

SECTION I - GENERAL INFORMATION

Requesting Agency/University: Illinois State Police
 Name of Requestor: Aaron Kuslermann
 Project Title: Gang Grant
 Vendor: ESR
 Department/Bureau/Section: Division of Operations
 Date: 07/30/15

Provide a description of the supplies or services required:

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services consist of a technical review of the existing system to support increase usage and capacity related to the ArcGIS collection gang database project.

Value of Initial Term, this Change Order or Amendment, or if a Renewal, Value of this Renewal: \$ 38,700

Value is: ☐ Actual ☐ Estimated

This is a: Select One

Professional and Artists? ☐ Yes ☒ No

SOLE SOURCE may not be used for amendments for Professional or Artists Services if the amendment would increase the value by more than 3% of the initial award or extend the term by more than 60 days.

SECTION II - PROPOSED TERM

☒ One-Time Purchase

☐ Term Contract Estimated Begin Date: Estimated Contract End Date:

☐ One-Time Amendment or Change Order to an Existing Contract for Reasons Other Than Adding Additional Funds
 Explain (Then Skip Section III and go to Section IV):

If a Term Contract, does the term, including renewals, exceed 12 months? ☐ Yes ☒ No

If yes, a detailed justification is required:

SECTION III - RENEWALS

Number of Potential/Remaining Renewals: N/A
 Length of Each Renewal in Months: N/A
 Total Value of All or Remaining Renewals: \$ N/A

SECTION IV - FUNDING

Select the type of funding to be used (check all that apply):

☒ Federal Funds ☐ State Appropriated Funds ☐ Other (Explain):

SECTION V - SOLE SOURCE JUSTIFICATION

This purchase is economically only available from a single source because it is:

- ☐ Art or Entertainment Services or Athletic Events
- ☒ Compatibility of Equipment, Accessories, Replacement Parts or Service
- ☐ Critical Changes to the Existing Contract Are Necessary and Best Accomplished by the Contract Holder
- ☐ Federal/State Grant Requires Contract with Vendor
- ☐ Items are Copyrighted or Patented and the Items are Only Available From the Holder - Copyright or Patent Number(s):
- ☐ Items are Required by an Existing Franchise Agreement
- ☐ Items are Required for Research and No Other Source is Able to Meet the Researcher's Documented Need
- ☐ Items are for Commercial Resale
- ☐ Items Are Needed for Trial Use or Testing
- ☐ Media for Advertising
- ☐ Necessary Adjustment of Utility Facilities in Conjunction with Highway Construction
- ☐ Organization Memberships (Dues, Fees, Conference Charges Including Mandated Travel and Related Expenses)
- ☐ Public Utility Regulated Services
- ☐ Radio and/or Television Broadcast Rights
- ☐ Railroad Crossings/Facilities Alterations - Proprietary
- ☐ Software Licenses/Upgrades/Maintenance
- ☒ Other (Explain):

RMS

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

To Sharon Services 6/24/16

FY: 17

Date: 6/21/2016

Division Head, Division <u>Colonel Tad Williams</u>	Supervisor's Approval <u>AKW</u> Lt. Colonel Chris Trame	Requested By <u>AS</u> Chief Aaron Kusterman
---	---	---

**NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors:
http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm**

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	ArcGIS Services	1	1	\$33,632.00	\$33,632.00
	<div style="background-color: #90EE90; padding: 2px;">PBC #: 15-92529</div> <div style="background-color: black; height: 15px; width: 150px; margin-top: 2px;"></div> <div style="margin-top: 2px;">Account Code: XXXXXXXXXX</div> <div style="margin-top: 2px;">Minor Object Code: 1289</div>			TOTAL	\$33,632.00

Summary of need and impact to other entities _____

Project Name: Gang Database - ESRI Term of Services: 7/1/16 - 9/30/16

Was item budgeted? <u>X</u> Yes <u> </u> No	If no, please justify. _____
Specifications Attached <u>X</u> Yes <u> </u> No	Contract Attached: <u> </u> Yes <u> </u> No <u>X</u>
SBSA Vendor Used? <u> </u> Yes <u>X</u> No/NA	If No, SBSA Waiver Attached: <u> </u> Yes <u>X</u>

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Institute</p> <p>ADDRESS: 380 New York Street</p> <p>CITY: Redlands, CA</p> <p>FEIN: XXXXXXXXXX</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY: _____</p> <p>FEIN: _____</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49360-AQ</p> <p>BILL TO CODE: 49360-AQ</p> <p>LOCATION: 2200 S Dirksen Parkway Springfield, IL 62703</p> <p>ATTENTION: Aaron Schroeder</p> <p>TELEPHONE: 217/558-2370</p> <p>COST CENTER CODE 629 <i>ACA</i></p> <hr/> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory <u> </u> Yes <u> </u> N/A</p> <p>Analyst Approval: <i>[Signature]</i></p> <p>Date: <u>6/23/16</u></p>
---	---

Procurement Justification Form

Date: 06/17/16

PBC: 15-92529

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☒ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets criteria #2 and #4.

#2 - The federal funds expire on June 30, 2016

#4 - This procurement is part of the gang database project.

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gage database collection tools. The services will consists of a technical review of the axisting system to support increase in usage and capacity related to the ArcGIS collection gang database project. The services will also provide installation and deployment of ArcGIS server in a deployment environment.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The federal funds expire on June 30, 2016.


Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

SOLE SOURCE JUSTIFICATION FORM

Bulletin or Reference Number: 15-92529

SECTION I - GENERAL INFORMATION

Requesting Agency/University: Illinois State Police Department/Bureau/Section: Division of Operations
 Name of Requestor: Aaron Kustermann Date: 07/30/15
 Project Title: Gang Grant
 Vendor: ESRI

Provide a description of the supplies or services required:

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services consist of a technical review of the existing system to support increase usage and capacity related to the ArcGIS collection gang database project.

Value of Initial Term, this Change Order or Amendment, or if a Renewal, Value of this Renewal: \$ 39,700 Value is: ☐ Actual ☐ Estimated

This is a: Select One

Professional and Artistic? ☐ Yes ☒ No

Sole Source may not be used for amendments for Professional or Artistic Services if the amendment would increase the value by more than 5% of the initial award or extend the term by more than 60 days.

SECTION II - PROPOSED TERM

☒ One-Time Purchase

☐ Term Contract Estimated Begin Date: Estimated Contract End Date:

☐ One-Time Amendment or Change Order to an Existing Contract for Reasons Other Than Adding Additional Funds
 Explain (Then Skip Section III and go to Section IV):

If a Term Contract, does the term, including renewals, exceed 12 months? ☐ Yes ☒ No

If yes, a detailed justification is required:

SECTION III - RENEWALS

Number of Potential/Remaining Renewals: N/A
 Length of Each Renewal in Months: N/A
 Total Value of All or Remaining Renewals: \$ N/A

SECTION IV - FUNDING

Select the type of funding to be used (check all that apply):

☒ Federal Funds ☐ State Appropriated Funds ☐ Other (Explain):

SECTION V - SOLE SOURCE JUSTIFICATION

This purchase is economically only available from a single source because it is:

- ☐ Art or Entertainment Services or Athletic Events
- ☒ Compatibility of Equipment, Accessories, Replacement Parts or Service
- ☐ Critical Changes to the Existing Contract Are Necessary and Best Accomplished by the Contract Holder
- ☐ Federal/State Grant Requires Contract with Vendor
- ☐ Items are Copyrighted or Patented and the Items are Only Available From the Holder - Copyright or Patent Number(s):
- ☐ Items are Required by an Existing Franchise Agreement
- ☐ Items are Required for Research and No Other Source is Able to Meet the Researcher's Documented Need
- ☐ Items are for Commercial Resale
- ☐ Items Are Needed for Trial Use or Testing
- ☐ Media for Advertising
- ☐ Necessary Adjustment of Utility Facilities in Conjunction with Highway Construction
- ☐ Organization Memberships (Dues, Fees, Conference Charges including Mandated Travel and Related Expenses)
- ☐ Public Utility Regulated Services
- ☐ Radio and/or Television Broadcast Rights
- ☐ Railroad Crossings/Facilities Alterations - Proprietary
- ☐ Software License/Upgrade/Maintenance
- ☒ Other (Explain):

SOLE SOURCE JUSTIFICATION FORM

SOLE SOURCE JUSTIFICATION FORM

Bulletin or Reference Number: 15-92529

SECTION VI - HISTORY

Has the Agency or University purchased these supplies or services in the past? ☐ Yes ☒ No

If yes, STARTING WITH THE MOST RECENT CONTRACT AND WORKING BACKWARD, for the entire relationship with this vendor for this supply or service, list each term, value, short description and type of procurement of each:

Term:	Term From:	Term To:	Value:	Description:	Contract Number:	Type:
One			\$			Select One
Two			\$			Select One
Three			\$			Select One
Four			\$			Select One
Five			\$			Select One
Six			\$			Select One
Seven			\$			Select One
Eight			\$			Select One
Nine			\$			Select One
Ten			\$			Select One

If more than 10 years, explain: N/A

SECTION VII - BUSINESS RATIONALE

1. Provide a detailed explanation of the need for the supplies or services:

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) Professional Services to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for an ArcGIS Collector pilot project. This involves a technical review of the existing system to support an increase in usage/capacity related to the ArcGIS Collector pilot project. It will also include installation and deployment of ArcGIS Server in a development environment. The services include the activities listed below.

Activity 1-Enterprise Health Check Plus: ESRI will provide on-site consulting services to assist ISP with a review of its existing production environment, along with an additional capacity planning for the ArcGIS Collector pilot project.

*On-Site Review of ISP's servers and applications

*On-Site Capacity Planning

*Follow-up Enterprise Health Check and Capacity Summary Report

Activity 2-ArcGIS Server Jumpstart Plus: ESRI will provide on-site and remote consulting services for a standard ArcGIS Server Jumpstart package.

*Set-up and Configuration of the development environment

*Services

*Administration and Diagnostics

*Data Sources, Caching

*Performance and Scalability Considerations

*Ad hoc support as needed

Activity 3-Remote Follow-up Support

Following the on-site visits, ESRI will provide for up to forty (40) hours of remote consulting services to assist ISP with ad hoc support, knowledge transfer, and other items mutually identified and agreed upon by ESRI and ISP.

2. Why are the requested supplies or services the only one that can satisfy your requirements?
ESRI is the only organization that can provide the package of services. ESRI is uniquely qualified to deliver the packaged services and do not offer them to resellers..
3. What are the unique features of the supplies or services that are not available in any other product or by any other vendor? Provide specific, quantifiable factors/qualifications:
ESRI is the only company that offers these package of services. ESRI does not offered these packages to resellers. The packaged services outlined above are what qualified ESRI Professional Services staff offer.
4. If services, what are the unique qualifications this vendor possesses? Provide specific, measurable factors/qualifications:
ESRI packages the services together which is not offered to resellers.
5. Were alternative supplies or services evaluated? ☐ Yes ☒ No
 - 5a. If yes, name the alternative vendors whose supplies or services were evaluated:
N/A
 - 5b. If yes, what were the alternatives for each vendor and why were they unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility
N/A

SOLE SOURCE JUSTIFICATION FORM

5c. If no, why were alternatives not evaluated?
There are no resellers that offer the services.

6. What efforts were made to get the best possible price?

7. Will this purchase obligate the State to this vendor for future purchases such as maintenance, licensing or continuing need? ☐ Yes ☒ No
7a. If yes, please provide details regarding future obligations and/or needs:

8. Why is the price for this purchase considered to be fair and reasonable?
It is fair and reasonable based on the deliverables ISP will receive on each activity.

9. If this is a renewal, describe why circumstances are such that competitive selection is still not an alternative since awarding the original contract:
N/A

10. What will be the financial or other impact to the State if this sole source is not approved and a competitive bid is required?
The State may lose federal grant dollars and ESRI would be the only vendor to respond with the services packaged together.. If this service were competitively bid, award would be to ESRI as they are the only provider of these services.

11. Is there any additional justification information that you would like to add to justify this sole source?
The federal grant funds for this purchase expire on November 30, 2015.

SOLE SOURCE JUSTIFICATION FORM

Bulletin or Reference Number: 15-92529

SECTION VIII - APPROVALS

REQUESTING DEPARTMENT SIGNATURE REQUIRED

I know and understand the contents of this Sole Source Justification and attest that all statements are true and correct and that the fairness and reasonableness of the price was adequately confirmed.

Requesting Department Representative

Printed Name

Date

Requesting Department Representative
Telephone Number

Requesting Department Representative Email
Address

STATE AGENCY BUREAU/DIVISION HEAD OR UNIVERSITY PURCHASING DIRECTOR APPROVAL AND SIGNATURE REQUIRED

I know and understand the contents of this Sole Source Justification and attest that all statements are true and correct and that the fairness and reasonableness of the price was adequately confirmed.

State Agency Bureau/Division Head and Not a
Designee or University Purchasing Director
Signature and Not a Designee

Printed Name

Date

State Agency Bureau/Division Head or University
Purchasing Director Telephone Number

State Agency Bureau/Division Head or University
Purchasing Director Email Address

SPO APPROVAL AND SIGNATURE REQUIRED

I know and understand the contents of this Sole Source Justification and have verified that all statements are true and correct and that the fairness and reasonableness of the price was adequately confirmed.

SPO Signature

SPO Printed Name

Date

SPO Telephone Number

SPO Email Address

[Handwritten Signature]

SOLE SOURCE JUSTIFICATION FORM PART II

Bulletin or Reference Number: 15-92529

SECTION I - GENERAL INFORMATION

Requesting Agency/University: Illinois State Police
 Project Title: Gang Grant Project
 Initial Date of Procurement Bulletin Posting:
 Vendor: ESRI

Was a Sole Source hearing held per 30 ILCS 500/20-25?

- ☐ Yes – Complete Sections II and III below
☒ No – Section II not required, go to Section III below

SECTION II – SOLE SOURCE HEARING DETAILS

Hearing Date:
 Hearing Time:
 Hearing Location:

The State posted to the Illinois Procurement Bulletin a description of the State's need, the justification for the sole source decision, and information regarding the opportunity to submit comments and testify at a public hearing. Notice of the hearing was also posted outside of the hearing room 48 hours prior to the hearing.

- ☐ No members of the public or other entities testified or provided written comments.
☐ Members of the public or other entities testified and/or provided written comments. See attached.

The public hearing was conducted for the purpose of receiving testimony regarding the sole source determination. The Hearing Officer recommends the following:

The following relevant documents are attached:

- ☐ Written comments submitted prior to, at or after the Sole Source Hearing
☐ Decision Memo or Written Recommendation of the Hearing Officer
☐ Hearing Minutes (if minutes were recorded)
☐ Other:

 Hearing Officer Signature

 Printed Name

 Date

 Hearing Officer Telephone

 Hearing Officer Email Address

SECTION III – CPO APPROVAL AND SIGNATURE REQUIRED

- ☐ Based on my review, I authorize the Agency/University to proceed in accordance with the published Notice referenced above.
☐ Based on my review of this procurement the Agency/University is not authorized to proceed with this sole source as presented and my recommendation is that it be cancelled.
☐ Based on my review, I authorize the Agency/University to proceed with the following changes:
☐ I do not concur for the following reasons:
☐ Other:

 CPO Signature

 Printed Name

 Date

 CPO Telephone Number

 CPO Email Address



September 30, 2014

Aaron Schroeder
Illinois State Police
801 S. 7th St.
Suite 300M
Springfield IL 62703

Dear Aaron,

This letter is in regards to sole source-status for professional services we have proposed to Illinois State Police under our proposal number P14-12004. The services proposal is composed primarily of two Esri services "packages." These packages are standard Esri services products that provide qualified Esri Professional Services staff to accomplish a specific set of tasks for the customer. Esri is the only organization that can provide these packages. We do not offer these packages to our resellers.

Esri is also uniquely qualified to deliver the services requested, since Illinois State Police desires advice on the best means to deploy technology developed and provided by Esri.

If you have any questions on this please contact me.

Respectfully,

Mike Koutnik
Account Manager

SMALL BUSINESS SET-ASIDE PROGRAM WAIVER REQUEST

IPB/Agency Reference Number #: 15-92529

Print Form

From CPO Notices # 2015.01 July 17, 2014 (and as amended by CPO Notices 2014.03, 2013.08, 2013.04,):

The Chief Procurement Officer has established 673 set-aside categories of construction, supplies and services that are set aside for small businesses in Illinois. Procurements that are within the listed categories must be set-aside for small businesses, regardless of the dollar value of the contracts. Additionally, all contracts under \$50,000 are automatically set-aside for small businesses in Illinois.

An agency may request a Small Business Set-Aside Program Waiver. To obtain a Small Business Set-Aside Program Waiver, agencies must demonstrate a discernible, clear justification. The following are examples of guidelines that may be considered:

- ☒ The product or service is provided by a large business sole source vendor.
- ☐ There is a need for a brand name product and there are no small businesses that provide the product.
- ☐ Small Business vendors were solicited and no offers were received.
- ☐ The supply base for the product or service includes several larger diversified vendors that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The supply base for the product or service includes several Veteran Owned Small Businesses (VOSB) that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The product or service is required to be purchased from Illinois Correctional Industries (30 ILCS 500/45-30).
- ☐ There is an opportunity to establish a no-bid contract with a State Use vendor (30 ILCS 500/45-35). Provide more detail below.
- ☐ The prices offered by qualified small businesses are substantially greater than the prices offered by large businesses. Provide more detail below.
- ☐ The small business supply base does not meet regional or geographic requirements for the product or service. Provide more detail below.
- ☐ Other. Provide more detail below.

Elaborate as necessary (required for last four check boxes): Approved Sole Source Justification Form is attached.

Brief Description of Procurement:

Procure consulting services through ESRI for setting up server for the Gang Database Collection Project.

Date: August 4, 2015

Requested By: Aaron Schroeder

Agency: Illinois State Police

Telephone: 217-558-2370

Bureau/Location: Information Services Bureau/Spfld.

Email Address: schroea@isp.state.il.us

Procurement Classification: 91829

Estimated Dollar Amount: 39,700

Requestor's Name: Aaron Schroeder

Title: ISA II

Signature: Aaron Schroeder

Digitally signed by Aaron Schroeder
DN: cn=Aaron Schroeder, o=Illinois State
Police, ou=Information Services Bureau,
email=schroea@isp.state.il.us, c=US
Date: 2015.08.06 11:21:45Z

☐
Procurement Under \$50,000 and
Not one of 673 Set-Aside Categories

Approved ☐ Denied ☐

Agency SPD Signature

Date

☒
Procurement in 673 Set-Aside Categories
Regardless of Cost

Approved ☒ Denied ☐

Scott McKinney

Small Business SPD Signature

Aug 6, 2015

Date

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ArcGIS Services PBC/Contract #: 15-92529 Term: 08/15/15-11/30/15 Amount: \$39,700

Work Location: Springfield Date of Vacancy (if applicable): _____

Scope of Services: Services from ESRI to assist ISP staff in the setup of the server for the gang database collection tools.

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

I. **AFSCME-Bargaining Unit Work-** Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☒ **Time Limited Work** – Work based on one of the following exceptions:

a. ☐ **Emergency Work** – consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

b. ☒ **Temporary or Seasonal Work** – consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

c. ☐ **No Appropriate Eligible List** – consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** – The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ **Sub-contracting:** Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ **Written waiver obtained from Council 31 for exceeded time frames set forth in #111.** _____
(date)

6. ☐ **Renewal of an existing contract, no substantial modification to the scope of work or cost of the contract.** Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

II. ☐ **Non-AFSCME Bargaining Unit Work** – Same or comparable work is not arguably performed by bargaining unit employees as determined by the _____ or Division of Labor Relations.

LR Administrator Signature _____

Date 8/19/15



ESRI Services

Aaron Schroeder to Adria Martin
Cc Bryce Benton

06/21/2016 09:37 AM

PDF

PDF



SSJF ESRI for Gang Database.pdf 673 Set aside waiver ISP 08-6-15.pdf PJ_Services_PBC92529_.doc



PBC_92529.docx Checklist_Services_PBC92529_Approved

I will make a note in the worklog of the PBC that the term dates are being changed.

I spoke to John Power (APO) yesterday and we can still use the approved PBC since a contract was never executed.

Thank you,

Aaron Schroeder
Illinois State Police
Information Services Bureau
Phone: 217-558-2370
Cell: 217-891-2569
Fax: 217-558-0843

Request ID 15-000000092529
Project Title ArcGIS Services
Status Awarded
sub
Requesting Agency ISP-Illinois State Police
Agency Reference
Number
Creator Name Aaron Schroeder
Procurement End User Jack Matthews
APO Name John Power
APO Phone (217) 558-3880
APO Email John_Power@isp.state.il.us
Relevant Category IT
Detail Object Code 1289 Contractual Services Not Elsewhere Classified
Will a Solicitation/Bid No
be posted to IPB?
Will a Notice be Posted No
to IPB?
In which fiscal year is 2015
procurement to begin?
Is this a multi-year No
(exceeds 12 months)
contract?
Contract for legal No
related services (CPO
#33)
Nature of Request IT
Enter the Original
Contract Number
Procurement Approach Small Purchase
Special Condition None
Potential Small Business Yes
Set Aside?
Potential BEP / VBP No
Participation Goal?
Code E110
Class EDP, Consulting Services
ARRA Federal No
Recovery Funded
CFDA #

Federal Project Title

Work Log JPOWER2 9/4/15 11:11:09 AM

Button Pressed Ready to Award JPOWER2 9/4/2015 11:11:09 AM

JPOWER2 9/4/15 11:11:07 AM

Button Pressed Vendor Selected JPOWER2 for \$39,700.00 Total
(Vendor Award = Yes) 9/4/2015 11:11:07 AM

JPOWER2 9/4/15 11:11:07 AM

Button Pressed Vendor Selected JPOWER2 9/4/2015 11:11:07 AM

Remedy Application Service 9/4/15 11:01:02 AM

Approved by PM.

james.ellenberg 9/4/15 11:01:02 AM

Button Pressed Approve james.ellenberg 9/4/2015 11:01:02 AM

Remedy Application Service 9/2/15 3:04:47 PM

Approved by IT/Telecom.

randy.anderson 9/2/15 3:04:46 PM

Button Pressed Approve randy.anderson 9/2/2015 3:04:46 PM

Remedy Application Service 9/2/15 1:32:59 PM

Approved: APO approval level.

JPOWER2 9/2/15 1:32:59 PM

Button Pressed Approve JPOWER2 9/2/2015 1:32:58 PM

ASCHROED 9/2/15 1:22:26 PM

Button Pressed Start Approval ASCHROED 9/2/2015 1:22:26 PM

ASCHROED 9/2/15 1:22:14 PM

List the criteria # along with detailed justification below:

This procurement meets criteria #2 and #4.

#2-The federal funds expire on November 30, 2015.

#4-This procurement is part of the gang database project.

The Illinois State Police (ISP) intends to procure consulting services through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services will consist of a technical review of the existing system to support increase in usage and capacity related to the ArcGIS collection gang

database project. The services will also provide installation and deployment of ArcGIS server in a deployment environment.

This is a one-time purchase.

→ The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year. The ISP will also not be fully prepared to develop and implement the gang database project.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The federal funds expire on November 30, 2015.

JPOWER2 9/2/15 1:14:56 PM

Currently Routed To Division Staff: To add PJF statement to the Work Log of the PBC and start the PBC in the Remedy System approval process.

RWELCH 9/2/15 8:55:02 AM

Procurement Method approved.

ASCHROED 4/27/15 2:48:55 PM

Button Pressed Canceled ASCHROED 4/27/2015 2:48:55 PM

Type of Contract Agency-Specific Contract
Expected Start Date 9/15/15
Expected End Date 11/30/15
Is the Expected Start Date Firm? No
Number of Renewals 0
Total Term (in Months) 3
Total Value for Maximum Length of Contract 39,700.00
Total Value Funding Sources 39,700.00

These Values are: Estimated

Is Third Party No

Financing Required?

Programmatic The Illinois State Police (ISP) intends to procure consulting services

Objective through Environmental Systems Research Institute (ESRI) to assist ISP staff to modernize the ISP current ArcGIS server deployment and prepare for gang database collection tools. The services will consist of a technical review of the existing system to support increase in usage and capacity related to the ArcGIS collection gang database project. The services will also provide installation and deployment of ArcGIS server in a deployment environment.

This is a one-time purchase.

The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year. The ISP will also not be fully prepared to develop and implement the gang database project.

Pricing:

Enterprise Health Check: \$12,300

ArcGIS Server Jumpstart: \$8,800

One-Site Support: \$8,400

Remote Developer Support: \$10,200

Economic Justification The economic benefits of this procurement approach selected is small purchase. There are additional procurements/expenditures being processed separately for hardware and software. The small purchase method provides the ISP with the vendor that can provide the needed consulting services.

History/Background This is a new initiative.

This procurement is subject to small business set-aside and ISP will seek a waiver. It is not subject to business enterprise program participation or vendor's business program participation potential.

Brand Name

Emergency

Emergency Rationale

Sole Source

Sole Source Question 1

Sole Source Question 2

Sole Source Question 3

Sole Source Question 4

Sole Source Question 5

Sole Source Question 6

Sole Source Question 7

State Use

Governance Required? No

Account Charge

Comments

Charter Required? No

Charter Approved?

Was this Approved with No

Conditions?

Conditions

ARB Approval

Required?

IPB Reference Number

DateSolicitation Posted

to IPB

Bid Opening Date

Bid Opening Time

Bid Opening Location

Project Contact Person

Project Contact Phone

Project Contact Fax

Project Contact Email

Date Award Posted

Notice Expiration Date

Conference Date

Conference Time

Conference Location

Conference Mandatory

Award Justification Small Purchase

Material Request Form (MRF) - CHECKLIST

Project Title: ESRI – Gang Database

PBC#: 15-92529

Division: Operations – Intelligence Command

IPB#: _____

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

☒ ☐ DM Copy of draft Procurement Business Case

☐ ☐ _____ MRF with:

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | appropriate approvals (including Budget) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | master contract number |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPB posting # (for all P&A, & other purchases >\$9,999.99) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | PBC # 15-92529 |

☒ ☐ DM Procurement Justification Form with appropriate Division approval

☒ ☐ DM Sole Source Justification Form with approvals

☐ ☒ DM OMB approval of IT hardware over \$5000 (attach to PBC)

☒ ☐ DM Screen print from small business database or approved small business waiver

☐ ☒ DM Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC)

☐ ☒ DM All vendor responses to request for quote (if over \$9,999.99) (attach to PBC)

☒ ☐ DM Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)

☐ ☒ DM Specifications (if CMS will be bidding, to be entered into IGPS)

☐ ☒ DM ELFAR

☐ ☒ DM Cost Justification form with signatures (for printing devices)

☐ ☒ DM Surplus Property form (for printing devices)

☒ ☐ DM Other documents Copy of email from Aaron Schroeder w/ PBC info.

Contact Name: Adria Martin

Phone #: 782-3735

Date: 6/21/16



ILLINOIS STATE POLICE ROUTE SLIP

Division	Division of Operations – Intelligence Command			
Subject	ESRI Gang Database – Procurement Paperwork			
Return To	Ms. Adria Martin			
Date	Signature	Concur (Y/N)	Concur with exception	Next Action or Approved/Denied
6/21/16	Lieutenant Darrell Aders ^{delta}	Y		Chief Aaron Kustermann
6/21/16		Y		Lt. Colonel Chris Trame
10/21/16		Y		Colonel Tad Williams
6/24/16		Y		

Comments: Attached for review is the procurement paperwork for the ESRI Gang Database. APO John Power approved the usage of the previous PBC (15-92529) for this procurement. Aaron Schroeder will be updating the work log of the PBC, indicating the term dates have changed.

RECEIVED

JUN 21 2016

DIVISION OF OPERATIONS
DEPUTY DIRECTOR

State of Illinois
Contract - Obligation Document

Agency No. 493

629

Fiscal Year	Transaction Code	Contract/ Obligation No.	Transaction Date	Taxpayer ID No.	Legal																												
16	1120	PBC92910	9/28/2015	[REDACTED]	04																												
Contract Action 1. New <input checked="" type="checkbox"/> 2. Change <input type="checkbox"/> 3. Delete <input type="checkbox"/>		Class Code	Governor's Release No.	Vendor's Name and Address																													
		11		Environmental Systems Research Institute Inc 380 New York St Redlands, CA 92373-8100																													
Appropriation Account Code		Obligation Amount																															
[REDACTED]		\$52,500.00																															
				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Multiple Year Contract</th> <th colspan="2">Maximum Contract Amount</th> </tr> <tr> <td>From</td> <td></td> <td colspan="2" style="text-align: center;">\$52,500.00</td> </tr> <tr> <th colspan="2">Current Fiscal Year of Contract</th> <th colspan="2">Annual Contract Amount</th> </tr> <tr> <td>From</td> <td>9/23/2015 To 11/30/2015</td> <td colspan="2" style="text-align: center;">\$52,500.00</td> </tr> <tr> <th colspan="4">Multiple Year Contract Amounts - Year 2 - 7 (and over)</th> </tr> <tr> <td>2</td> <td></td> <td>3</td> <td></td> </tr> <tr> <td>5</td> <td></td> <td>6</td> <td></td> </tr> </table>		Multiple Year Contract		Maximum Contract Amount		From		\$52,500.00		Current Fiscal Year of Contract		Annual Contract Amount		From	9/23/2015 To 11/30/2015	\$52,500.00		Multiple Year Contract Amounts - Year 2 - 7 (and over)				2		3		5		6	
Multiple Year Contract		Maximum Contract Amount																															
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Current Fiscal Year of Contract		Annual Contract Amount																															
From	9/23/2015 To 11/30/2015	\$52,500.00																															
Multiple Year Contract Amounts - Year 2 - 7 (and over)																																	
2		3																															
5		6																															
Description Establish Obligation for FY16: Purchase of ArcGIS accounts for the gang database project to allow ISP officers access to database. PBC #15-92910 IPB #22021209 Master Contract #CMS2587800																																	
<div style="color: blue; font-weight: bold; transform: rotate(-15deg);"> ACCOUNTING SP OCT 05 2015 PROCESSED/DL FDM </div>																																	
Method of Compensation		Procurement Information		Travel Expenses																													
\$0.00	Per MR	Multiple Rates N	Award Code D	Y/N	N Amount \$0.00																												
		N	Publication Date 4/6/2011																														
			Reference # 22021209																														
			Subcontractor Utilization Y/N N		Advanced Payments Y/N N																												
			Subcontractor Disclosure Y/N N																														
Prepared By [REDACTED] By: Michael Yokley Authorized By Chief Fiscal Officer		Date 9/28/2015 Date 9/28/2015		State Police Contracting Agency/Division State Police/Administration Filing Agency/Division																													

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

To PSSSC 7/25/15
To Budget AUG 28 2015
Date: 8/20/2015

FY:16

Colonel Michael Zerbonia

LTC James Winters

Chief Aaron Kustermann

Division Head, Division MZ Supervisor's Approval Requested By [Signature]

NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached	Quantity	Unit	Unit Price	Total Cost
	ArcGIS Online Level 3 Plan-Accounts	3	100	\$17,500.00	\$52,500.00
	Master Contract #CMS2587800				
	PBC #: 15-92910				
	Account Code: [REDACTED]				
	Minor Object Code: 1284				
				TOTAL	\$52,500.00

Summary of need and impact to other entities accounts to access the gang database.

Project Name: Gang Database Term of Services: 09/01/15-11/30/15

Was item budgeted ☒ Yes ☐ No If no, please justify.
 Specifications Attached ☒ Yes ☐ No Contract Attached: ☐ Yes ☒ No X
 SBSA Vendor Used? ☐ Yes ☒ N/A No/NA If No, SBSA Waiver Att: ☐ Yes ☐ No

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Institute ADDRESS: 380 New York Street CITY: Redlands, CA FEIN: [REDACTED]</p> <p>NAME: Public Safety Shared Services Center ADDRESS: CITY: FEIN:</p> <p align="center">SEP 25 2015 Fiscal Operations</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49360-00 BILL TO CODE: 49360-00 LOCATION: 801 South 7th St/Spfld ATTENTION: Aaron Schroeder TELEPHONE: 217-558-2370 COST CENTER CC629</p> <p>FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p> <p>Analyst Approval: <u>ETM</u> Date: <u>8-31-15</u></p>
--	---

Procurement Justification Form

Date: 08/19/15

PBC: 15-92529

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☒ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets criteria #2 and #4.

The Illinois State Police (ISP) intends to procure 100 ArcGIS accounts. The business need is for users of the gang database to have their own account to log-in, enter, edit, query, and analyze information. The procurement will meet the objectives of ISP by providing safety for the public through the sharing of information. This is a one-time purchase.


#2-The grant funds expire on November 30, 2015.

#4-This procurement is part of the gang database project. The accounts allow ISP officers the needed access.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year.


Division Approval


Director's Office Approval
(for purchases over the small
purchase threshold)

The terms and conditions of this BOA, including those terms and conditions set forth in the additional documents referenced below, and any continuation sheets, constitute the entire agreement between the parties with respect to the subject matter of this BOA. State documents will prevail in the event of a conflict between State and Vendor documents.

Contract #: CMS2587800
Action: New
Acquisition Type: Purchase
Payment Cycle: One-Time
Terms and Conditions: Master Contract Number
Master Contract # for Terms and Conditions:
CMS2587800

End Date:
11/30/2015

Vendor Name: ESRI
Address: 380 New York Street, Redlands, CA 92373
Contact: Mike Koutnik Phone #: 651-454-0600 x8332
Email: mkoutnik@esri.com Fax #:

Bill To:
Name: Illinois State Police ATTN: Aaron
Schroeder Address: 801 South Seventh
 St. Suite 300M, Springfield, IL 62703

Ship To: Name: Illinois State Police
ATTN: Aaron Schroeder Address: 801
South Seventh St. Suite 300M,
Springfield, IL 62703

ORDERING INFORMATION

State of Illinois Chief Procurement Office General Services
BOA for Orders Against Master Contracts
V.15.2

STATE USE ONLY

Reference Number: PBC92910

Source Selection Method: Order Against Master

Is Financing Needed? No

Using Agency Funding Source:

- Fiscal Year: 16
- Type: Federal

Approp. Account Code: [REDACTED]

Detailed Expenditure Object Code: 1284

IPB Reference Number: 22021209

Award Code: D

Original Procurement Method: Sole Source

IPB Publication Date: 4/6/2011

Subcontractors Utilized? No

Subcontractors Disclosed? No

ADDITIONAL INFORMATION / REFERENCES / ATTACHMENTS**SIGNATURES** The undersigned parties agree to these terms and conditions.**Vendor**

Signature:

Printed Name: Click here to enter text.

Title: Click here to enter text.

Date:

State of Illinois

Signature agency representative:

Printed Name:

Title:

Date:

State of Illinois

State Agency:

Signature agency representative:

Printed Name:

Title:

Date:

CFO, Michael Yokley

9/23/2015

State of Illinois

Signature agency representative:

Printed Name:

Title:

Date:

RECEIVED

8612

SEP 21 2015

ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

ILLINOIS STATE POLICE
LEGAL OFFICE

Document Description: ESRI Accounts-Gang Grant

☐ DRAFT
☒ FINAL

PBC # 15-92910 IPB# _____ Date Initiated: 9/21/15 Date Response Needed: 9/22/15

☒ Contract ☐ Grant ☐ MOU ☐ Inter-Agency Agreement
Travel Involved w/ Contract? ☐ Yes ☒ No

Document from:

☐ OPERATIONS ☐ DII ☐ FORENSICS ☒ ADMIN ☐ OTHER _____

Contact Person: Aaron Schroeder Phone: 558-2370

Return signed document to: Aaron Schroeder

Requires APO Review: ☐ YES ☒ NO Requires Legal Review: ☒ YES ☐ NO

Requires Director's Signature: ☐ YES ☒ NO

Person to obtain Director's signature: _____

APO Review by: _____

Date: 9/24/2015

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

APO comments or ☐ (see attached):

Legal Review by: _____

DATE: 9/23/15

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

Legal comments or ☐ (see attached):

NOTE: Immediately after the original contract has been signed (by Director), send original to PSSC to establish obligation, along with a copy of the MRF and a copy of the approved PBC. Send copy to CMS for signature if applicable. Also scan and email documents to the APO.

Procurement Business Case Print Report

Request ID 15-000000092910
Project Title ESRI ArcGIS Accounts
Status Draft
sub
Requesting Agency ISP-Illinois State Police
Agency Reference
Number
Creator Name Aaron Schroeder
Procurement End User Jack Matthews
APO Name John Power
APO Phone (217) 558-3880
APO Email John_Power@isp.state.il.us
Relevant Category IT
Detail Object Code 1284 Computer Software
Will a Solicitation/Bid No
be posted to IPB?
Will a Notice be Posted No
to IPB?
In which fiscal year is 2015
procurement to begin?
Is this a multi-year No
(exceeds 12 months)
contract?
Contract for legal No
related services (CPO
#33)
Nature of Request IT
Enter the Original CMS2587800A
Contract Number
Procurement Approach Order Against Master for IT/Telecom
Special Condition None
Potential Small Business No
Set Aside?
Potential BEP / VBP No
Participation Goal?
Code E440
Class EDP, Mid Range Software (AS400, RISC)
ARRA Federal No
Recovery Funded
CFDA #
Federal Project Title

Federal Project Title

Work Log ASCHROED 4/21/15 1:43:58 PM

Information Services Bureau Chief Jamie Blakley reviewed and approved this PBC.

Type of Contract Order Against Master

Expected Start Date 9/2/15

Expected End Date 11/30/15

Is the Expected Start Date Firm? No

Number of Renewals 0

Total Term (in Months) 12

Total Value for 52,500.00

Maximum Length of Contract

Total Value Funding Sources 52,500.00

These Values are: Estimated

Is Third Party No

Financing Required?

Programmatic Objective The Illinois State Police (ISP) intends to procure 100 ArcGIS accounts. The business need is for users of the gang database to have their own account to log-in, enter, edit, query, and analyze information. The procurement will meet the objectives of ISP by providing safety for the public through the sharing of information. This is a one-time purchase.

If this procurement is not approved, the ISP would be in danger of not spending all of the money in the federal grant. The accounts are needed to best utilize the gang database functionality.

Economic Justification The economic benefits for the order against master contract approach selected is the State receiving the best available pricing. There are additional procurements/expenditures that will be processed separately in conjunction with this procurement. Those procurements are for other hardware and software as part of the gang project. The total cost is \$52,500.

History/Background This is a new initiative.

This procurement is not subject to Small Business Set-Aside, Business Enterprise Program participation, or Veteran's Business Program participation.

Brand Name

Emergency

Emergency Rationale
Sole Source
Sole Source Question 1
Sole Source Question 2
Sole Source Question 3
Sole Source Question 4
Sole Source Question 5
Sole Source Question 6
Sole Source Question 7
State Use
Governance Required?
Account Charge
Comments
Charter Required?
Charter Approved?
Was this Approved with
Conditions?
Conditions
ARB Approval
Required?
IPB Reference Number
DateSolicitation Posted
to IPB
Bid Opening Date
Bid Opening Time
Bid Opening Location
Project Contact Person
Project Contact Phone
Project Contact Fax
Project Contact Email
Date Award Posted
Notice Expiration Date
Conference Date
Conference Time
Conference Location
Conference Mandatory
Award Justification **Order Against Master Contract**



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
880 Blue Gentian Rd, Ste 200
St. Paul, MN 55121-1596
Phone: (651) 454-0600 Fax: (661) 454-0706
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 03/18/2015 To: 06/16/2015*

Quotation # 20466047

Date: March 18, 2015

Customer # 120855 Contract # 2011MPA3795

State of Illinois
Police Dept
801 S 7th St Ste 300s
Springfield, IL 62703

ATTENTION: Aaron Kustermann
PHONE: (217) 785-4586
FAX:

Material	Qty	Description	Unit Price	Total
130575	3	ArcGIS Online Level 3 Plan; Includes Up to 100 Named Users and 17,500 Service Credits	17,500.00	52,500.00
Item Total:				52,500.00
Subtotal:				52,500.00
Sales Tax:				0.00
Estimated Shipping & Handling(2 Day Delivery) :				0.00
Contract Pricing Adjust:				0.00
Total:				\$52,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Mike Koutnik

Email: mkoutnik@esri.com

Phone: (651) 454-0600 x8332

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

KOUTNIK

This offer is limited to the terms and conditions incorporated and attached herein.



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
880 Blue Gentian Rd, Ste 200

St. Paul, MN 55121-1596

Phone: (651) 454-0600

Fax: (651) 454-0705

DUNS Number: 06-313-4175 CAGE Code: OAMS3

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State of Illinois

Police Dept

801 S 7th St Ste 300s

Springfield, IL 62703

ATTENTION: Aaron Kustermann

PHONE: (217) 785-4586

FAX:

The terms and conditions for this quotation are per the State of Illinois
Master Purchase Agreement 2011MPA3795. Your order may require credit
approval.

If you have any questions about the processing of your order, contact your
customer service representative, Charlotte Jordan at cjordan@esri.com.

To submit an order for the quoted items, choose one of these options:

1) Supply a State of Illinois Basic Ordering Agreement. On the bottom of
page 1 of the BOA, in the middle panel:

-- Check "Master Contract" and add CMS2587800

-- Check "Other" and add 2011MPA3795

-- Do NOT include the BOA terms & conditions. They are superseded by
CMS2587800.

-- Scan the BOA and email to cjordan@esri.com, (fastest and most direct method)
or FAX it to Esri Customer Service at 1-800-330-7053.

2) Fill in and sign the included authorization page, scan it and email it to
cjordan@esri.com, or FAX it to Esri Customer Service at 1-800-330-7053.

3) To pay by credit card, call Esri Telebusiness Department at 1-800-447-9778.

Confirm with the sales associate that this order is per State of Illinois

Master Purchase Agreement 2011MPA3795.

4) Supply a Purchase Order. Please include the following note in your P.O.:

"Per State of Illinois Master Purchase Agreement 2011MPA3795." Scan your P.O.
and email to cjordan@esri.com, or FAX it to Esri Customer Service at 1-800-330-
7053.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program

For questions contact: Mike Koutnik

Email: mkoutnik@esri.com

Phone: (651) 454-0600 x8332

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

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KOUTNIKM

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Phone: (651) 454-0600

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Customer # 120855 Contract # 2011MPA3795

State of Illinois

Police Dept

801 S 7th St Ste 300s

Springfield, IL 62703

ATTENTION: Aaron Kustermann

PHONE: (217) 785-4586

FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Mika Koutnik

Email: mkoutnik@esri.com

Phone: (651) 454-0600 x8332

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If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

KOUTNIKM

This offer is limited to the terms and conditions incorporated and attached herein.



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media, or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services and subscriptions are subject to the Esri License Agreement included with the deliverable item as an on-line or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND WEB SERVICES DISCLAIMER

Data and Web Services may contain some nonconformities, defects, errors, or omissions. **THE DATA AND WEB SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND.** Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Web Services will meet Licensee's needs or expectations, that the use of the data or Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Web Services, and Licensee should always verify actual data or Web Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow thirty (30) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation.

Name: ESRI Accounts PBC/Contract #: 15-92910 Term: 05/01/2015-05/30/2016 Amount: \$52,500

Work Location: DOO/State of Illinois Date of Vacancy (if applicable): _____

Scope of Services: The purchase of ESRI ArcGIS Accounts to access the gang database.

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

- I. **AFSCME-Bargaining Unit Work** - Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ **Time Limited Work** - Work based on one of the following exceptions:

a. ☐ **Emergency Work** - consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 90 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

b. ☐ **Temporary or Seasonal Work** - consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

c. ☐ **No Appropriate Eligible List** - consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** - The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31
(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31
(date)

4. ☐ **Sub-contracting**: Written notice provided to Council 31 Pursuant to Article XXIX on _____
(date)

5. ☐ **Written waiver** obtained from Council 31 for exceeded time frames set forth in #1)1. _____
(date)

6. ☐ **Renewal of an existing contract**, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____
(date)

- II. ☒ **Non-AFSCME Bargaining Unit Work** - Same or comparable work is not arguably performed by bargaining unit employees as determined by the Commission on Labor Relations.

LR Administrator Signature _____

Date

4/24/15

Grant extension expires on November 30, 2015.

Lapse Period: 90 days

Material Request Form (MRF) - CHECKLIST

Project Title: ArcGIS Accounts

PBC#: 15-92910

Division: Division of Operations – Intel Command

IPB#: _____

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

- | | | | |
|-------------------------------------|-------------------------------------|-----------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>3y</u> | Copy of draft Procurement Business Case |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>3y</u> | MRF with: |
| | <input checked="" type="checkbox"/> | <u>3y</u> | YES |
| | <input type="checkbox"/> | <u>3y</u> | N/A |
| | <input checked="" type="checkbox"/> | <u>3y</u> | appropriate approvals (including Budget) |
| | <input type="checkbox"/> | <u>3y</u> | master contract number |
| | <input checked="" type="checkbox"/> | <u>3y</u> | IPB posting # (for all P&A, & other purchases >\$9,999.99) |
| | <input type="checkbox"/> | <u>3y</u> | PBC # <u>15-92910</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>3y</u> | Procurement Justification Form with appropriate Division approval |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Sole Source Justification Form with approvals |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | OMB approval of IT hardware over \$5000 (attach to PBC) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Screen print from small business database or approved small business waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Copy of request for quote (include: Sell2Illinois email sent to SBSA vendors) (attach to PBC) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | All vendor responses to request for quote (if over \$9,999.99) (attach to PBC) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>3y</u> | Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Specifications (if CMS will be bidding, to be entered into IGPS) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | ELFAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Cost Justification form with signatures (for printing devices) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Surplus Property form (for printing devices) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>3y</u> | Other documents _____ |

Contact Name: Trooper Bryce Benton

Phone #: 217/557-1940

Date: 8/21/15

Master Contract



Help

Identification

Date Published:	07/10/2014
Contract Number:	CMS2587800B
Contract Title:	ESRI Master Contract
Category:	IT
T-Number:	TE010
T-Number Title:	INFORMATION TECHNOLOGY - OTHER
Start Date:	07/01/2015
Expiration Date:	06/30/2016
Fiscal Year:	2016
Joint Purchasing Indicator:	No
Green Contract:	No
Small Business Set-Aside:	No
Does this contract include a BEP Requirement:	No

Agency

**Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.

Agency:	SWC - Statewide Contract
Master Agency:	
Master Sub-Agency:	

Comments/Overview

Original Procurement Method: Sole Source
 IPB Reference #22021209
 IPB Publication Date: 04/06/2011
 Subcontractor Utilization/Disclosure: No/No

Renewal #1
 CMS2587800A
 IPB Reference #22033269
 IPB Publication Date: 4/10/2014
 PBC# 14-85700

Renewal #2
 CMS2587800B
 IPB Reference #22035636
 IPB Publication Date: 3/24/2015
 PBC# 15-91568

Environmental Systems Research Institute, Inc (ESRI)
 909-793-2853

Attachments

- [CMS2587800.pdf](#) (3892734 Bytes)
- [CMS2587800A.pdf](#) (776084 Bytes)

Procurement Justification Form

Date: 08/19/15

PBC: 15-92529

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☒ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets criteria #2 and #4.

The Illinois State Police (ISP) intends to procure 100 ArcGIS accounts. The business need is for users of the gang database to have their own account to log-in, enter, edit, query, and analyze information. The procurement will meet the objectives of ISP by providing safety for the public through the sharing of information. This is a one-time purchase.

#2-The grant funds expire on November 30, 2015.

#4-This procurement is part of the gang database project. The accounts allow ISP officers the needed access.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The grant budget modification that includes this procurement has been approved by the federal grant monitor. The federal grant funds for this procurement expire on November 30, 2015. If this procurement is not approved, the ISP will have to return a portion of the grant money identified for this procurement. There is no funding identified at this time for this procurement next fiscal year.



Division Approval



Director's Office Approval
(for purchases over the small
purchase threshold)

State of Illinois
Contract - Obligation Document

Agency No. 493

805

Fiscal Year	Transaction Code	Contract/ Obligation No.	Transaction Date	Taxpayer ID No.	Legal
17	1110	PBC97966	8/29/2017		04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
1. New <input checked="" type="checkbox"/>	11		Environmental Systems Research Institute Inc 380 New York St Redlands, CA 92373-8100		
2. Change <input type="checkbox"/>					
3. Delete <input type="checkbox"/>					
Appropriation Account Code	Obligation Amount				
	\$27,321.00				
			Multiple Year Contract		Maximum Contract Amount
			From	To	\$27,321.00
			Current Fiscal Year of Contract		Annual Contract Amount
			From	9/19/2016 To 6/30/2017	\$27,321.00
			Multiple Year Contract Amounts - Year 2 - 7 (and over)		
			2	3	4
			5	6	7

Description

Establish Obligation for FY17:

Maintenance and support services for the Environmental Systems Research Institute (ESRI) software.

PBC #16-97966

IPB #22038592

Master Contract #CMS7972640

ACCOUNTING
SEP 11 2017
PROCESSED/DL
fm

Method of Compensation				Procurement Information		Travel Expenses			
\$0.00	Per	MR	Multiple Rates	Award Code	D	Y/N	N	Amount	\$0.00
			N	Publication Date	5/5/2016				
			N	Reference #	22038592	Advanced Payments			
				Subcontractor Utilization Y/N	N	Y/N N			
				Subcontractor Disclosure Y/N	N				

Frederick Murphy

8/29/2017

State Police

Prepared By

Date _____

Contracting Agency/Division

Leo P. Schmitz

By: Michael Yokley

8/29/2017

State Police/Administration

Authorized By

Chief Fiscal Officer

Date _____

Filing Agency/Division

LATE FILING AFFIDAVIT

Purchasing Agency: Illinois State Police

Division: DoIT

Address: 801 S 7th Street
Springfield IL 62703

Vendor: Environmental Systems Research Institute Inc.

Address: 380 New York Street
Redlands, CA 92373-8100

Contract Number: PBC97966

State of Illinois)
:SS
County of Sangamon)

I, Leo P. Schmitz, being duly sworn, solemnly swear that I am the Director of the Illinois State Police.

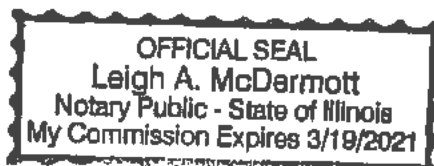
The attached contract was not filed within 30 days of execution. This was due to the confusion of the Public Safety Shared Services Center on the fact that Orders off of a Master Contract still need to be filed within 30 days.

I am duly authorized to make this affidavit. I know and understand the contents of this affidavit, and all statements herein are true and correct. This affidavit is made pursuant to and in fulfillment of the requirements of Section 20-50(c) of the Illinois Procurement Code (30 ILCS 500).

By: Leo P. Schmitz

Signature of person making this affidavit

Subscribed and sworn before me this 7th day of September, 2017.



Notary Public

My Commission Expires: 3-19-21

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 17

Date: 5/19/2016

Division Head: Colonel Kelly Walter *KW* Supervisor's Approval: Lieutenant Colonel Isaiah Vega *IV* Requested By: Darrin Turner *DT*

NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors: http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	<p>Request to establish obligation for ESRI software support and maintenance utilizing master contract yet to be established.</p> <p><i>Pricing is estimated.</i></p> <p><i>Please move</i></p> <p>From: [REDACTED] To: [REDACTED]</p> <p>PBC #: 16-97966</p> <p>Account Code: [REDACTED]</p> <p>Minor Object Code: 1284</p>				<p><i>\$27,321</i></p> <p><i>CL: 440 (\$27,321)</i></p> <p><i>CC: 805 \$27,321.00</i></p> <p><i>Cygeist 8/26/27</i></p> <p>TOTAL \$27,321</p>

Summary of need and impact to other entities

Project Name: _____ Term of Services: _____

Was item budgeted? ☒ Yes ☐ No If no, please justify: _____

Specifications Attached: ☒ Yes ☐ No Contract Attached: ☐ Yes ☐ No

SBSA Vendor Used? ☐ Yes ☒ N/A If No, SBSA Waiver Attached: ☐ Yes ☐ No

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute Inc.</p> <p>ADDRESS: 380 New York Street</p> <p>CITY: Redlands, CA 92373-8100</p> <p>FEIN: [REDACTED]</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY: _____</p> <p>FEIN: _____</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49320-02</p> <p>BILL TO CODE: 49320-02</p> <p>LOCATION: ISB</p> <p>ATTENTION: Heather Knop</p> <p>TELEPHONE: 217/524-1723</p> <p>COST CENTER CODE: 440</p> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A</p> <p>Analyst Approval: [REDACTED]</p> <p>Date: 6/10/16</p>
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Rec'd 5-26

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 17

Date: 5/19/2016

Division Head Colonel Kelly Waker <i>KW</i>	Supervisor's Approval Lieutenant Colonel Isaiah Vega <i>IV</i>	Requested By Darrin Turner <i>DT</i>
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**NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors:
http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm**

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	<p>Request to establish obligation for ESRI software support and maintenance utilizing master contract <i>yet to be established.</i></p> <p><i>Pricing is estimated.</i></p> <p><i>CMS 7972640</i></p> <p>PBC #: <u>16-97966</u></p> <p>Account Code: <u>[REDACTED]</u></p> <p>Minor Object Code: <u>1284</u></p>				<p><i>\$27,321</i></p> <p>TOTAL \$ 27,321</p>

Summary of need and impact to other entities

Project Name: _____ Term of Services: _____

Was item budgeted? ☒ Yes ☐ No If no, please justify. _____

Specifications Attached: ☒ Yes ☐ No Contract Attached: ☐ Yes ☐ No

SBSA Vendor Used? ☐ Yes ☒ N/A No/NA If No, SBSA Waiver Attached: ☐ Yes ☐ No

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute Inc.</p> <p>ADDRESS: 380 New York Street</p> <p>CITY: Redlands, CA 92373-8100</p> <p>FEIN: [REDACTED]</p> <p align="center">Public Safety Shared Services Center</p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY: _____</p> <p>FEIN: _____</p> <p align="center">Fiscal Operations</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49320-02</p> <p>BILL TO CODE: 49320-02</p> <p>LOCATION: ISB</p> <p>ATTENTION: Heather Knop</p> <p>TELEPHONE: 217/524-1723</p> <p>COST CENTER CODE 440</p> <hr/> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory <input type="checkbox"/> Yes <input type="checkbox"/> N/A</p> <p>Analyst Approval: [REDACTED]</p> <p>Date: <i>6/10/16</i></p>
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*Rec'd
5-286*

STATE OF ILLINOIS BASIC ORDERING AGREEMENT (BOA) for Orders Against Master Contracts

The terms and conditions of this BOA, including those terms and conditions set forth in the additional documents referenced below, and any continuation sheets, constitute the entire agreement between the parties with respect to the subject matter of this BOA. State documents will prevail in the event of a conflict between State and Vendor documents.

CONTRACT INFORMATION

Contract #: *CMS7972640*
Action: New
Acquisition Type: Purchase
Payment Cycle: One-Time
Terms and Conditions: Master Contract Number
Master Contract # for Terms and Conditions:

Term:

Begin Date: *7/1/2016*
9/19/16
End Date: *6/30/2017*

CONTACT INFORMATION

Vendor Name: ESRI
Address: 380 New York Street, Redlands, CA 92373
Contact: Avery Crumpton Phone #: 909-793-2853 Ext. 1315
Email: acrumpton@esri.com Fax #: 909-307-3083

State/Agency/University Name: Illinois State Police
Address: 801 South Seventh Street, Suite 300M, Springfield, IL 62703
Contact: Jack Matthews Phone #: 217-524-1723
Email: jack_matthews@isp.state.il.us

Bill To: Illinois State Police
Attn: Ms. Heather Knop
801 South Seventh Street, Suite 300M
Springfield, IL 62703

Ship To: Illinois State Police
Attn: Ms. Heather Knop
801 South Seventh Street, Suite 300M
Springfield, IL 62703

In signing the BOA, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached to the Master Contract referenced above are true and accurate as of the date of the Contractor's execution of the BOA.

ORDERING INFORMATION

Item	Description (manufacturer, model, serial number, feature, etc.)	Qty	One Time Charge		Periodic Charge	
			Unit	Extension	Unit	Extension
2010	ArcGIS for Desktop Basic Single Use Primary Maintenance	1	\$400.00	\$400.00		
3010	ArcGIS for Desktop Basic Single Use Secondary Maintenance	2	\$300.00	\$600.00		
5010	Esri Developer Network (EDN) Standard Term License	1	\$1,451.00	\$1,451.00		
6010	ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores Maintenance	1	\$2,500.00	\$2,500.00		
7010	ArcGIS GeoEvent for Server Enterprise Standard up to Four Cores Maintenance	1	\$2,500.00	\$2,500.00		
8010	ArcGIS GeoEvent Extension for Server Enterprise Standard up to Four Cores Staging Server Maintenance	1	\$1,250.00	\$1,250.00		
9010	ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	2	\$5,000.00	\$10,000.00		
9020	ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance	2	Included in Bundle Price			
9030	ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance	2	Included in Bundle Price			
9040	ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance	1	\$3,000.00	\$3,000.00		
9050	ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance	1	\$1,200.00	\$1,200.00		
99818	Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	1	\$2,000.00	\$2,000.00		
99946	Esri Developer Network (EDN) at Esri Site 5 Days per Seat Instructor Led Training	1	\$2,420.00	\$2,420.00		
			BOA Total: \$ 27,321.00			

STATE USE ONLY

Reference Number: PBC97966

Source Selection Method: Order Against Master for IT/Telecom

Is Financing Needed? No

Using Agency Funding Source:

- Fiscal Year: FY17
- Type: State

Approp. Account Code: [REDACTED]

Detailed Expenditure Object Code: 1284

IPB Reference Number: 22038592

Award Code: D

Original Procurement Method: Sole Source

IPB Publication Date: 5/5/2016

Subcontractors Utilized? No

Subcontractors Disclosed? No

ADDITIONAL INFORMATION / REFERENCES / ATTACHMENTS**SIGNATURES:** The undersigned parties agree to these terms and conditions.**Vendor**

Signature:

Printed Name:

Title:

Date:

State of Illinois

Signature agency representative:

Printed Name:

Title:

Date:

State of IllinoisState Agency: *Illinois State Police*

Signature agency representative: [REDACTED]

Printed Name: *Leo P. Schmitz*Title: *Director*Date: *10-25-16***State of Illinois**

Signature agency representative:

Printed Name:

Title:

Date:

Procurement Justification Form

Date: 05/23/2016

PBC: 16-97966

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.


List the criteria # along with detailed justification below:

This procurement meets justification #4.

The Illinois State Police (ISP) intends to procure support and maintenance services for FY17 for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The current contract expires on June 30, 2016. If the Illinois State Police (ISP) can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.



Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

SERVICE PROCUREMENT AND CONTRACTING CHECKLIST

(March 2014 Revised)

Contracts that include services within the scope of bargaining unit work are allowed in certain circumstances. However, all such agreements shall be in accordance with Article XXIX, page 103-104; the Personal Service Contract Memorandum of Understanding (PSC MOU), page 236-237 of the 2012 AFSCME collective bargaining agreement; or the Mediated Resolution Memorandum when the work performed would arguably be performed by AFSCME represented employees if the work was performed by State Personnel.

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Name: ESRI PBC/Contract #: 16-97966 Term: 07/01/2016-06/30/2017 Amount: \$25,000 (Estimated)

Work Location: ISB/Springfield Date of Vacancy (if applicable) _____

Scope of Services: Software maintenance and support services for Environmental Systems Research Institute (ESRI) proprietary software used for various geographic information system (GIS) maintenance and support services for the State Police and

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

- I. **AFSCME-Bargaining Unit Work** - Same or comparable work is arguably performed by bargaining unit employees. Any contract determined to be inconsistent with guidelines below must be terminated within 45 days.

1. ☐ **Time Limited Work** - Work based on one of the following exceptions:

a. ☐ **Emergency Work** - consistent with section 8b.8 of the Personnel Code (20 ILCS 415), may be acquired for a period not to exceed 60 days. With a minimum 14-day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

b. ☐ **Temporary or Seasonal Work** - consistent with section 8b.9 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

c. ☐ **No Appropriate Eligible List** - consistent with section 8b.10 of the Personnel Code, may be acquired for a period not to exceed 6 months out of any 12 month period. With a minimum 14 day written notice, prior to initial termination, this contract may be extended if agreed to by Council 31, in writing, in advance.

2. ☐ **Specialized Professional** - The work to be performed under this contract requires specialized, professional or technical services which cannot reasonably be provided by employees. Use of contractual resources to perform this work is not restricted. _____ Written notice to Council 31

(date)

3. ☐ **Time Limited Projects** - The work to be performed under this contract is for time limited projects required to meet certain agency mandates for which specific funds have been dedicated. These services may be acquired for up to 12 months, renewable for an additional 12 months. _____ Written notice to Council 31

(date)

4. ☐ **Sub-contracting**: Written notice provided to Council 31 Pursuant to Article XXIX on _____

(date)

5. ☐ **Written waiver** obtained from Council 31 for exceeded time frames set forth in #1)1. _____

(date)

6. ☐ **Renewal of an existing contract**, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____

(date)

- II. ☒ **Non-AFSCME Bargaining Unit Work** - Same or comparable work is not arguably performed by bargaining unit employees as determined by the agency's Bureau of Personnel or Division of Labor Relations.

LR Administrator Sign _____

Date 5/15/16

Procurement Business Case Print Report

Request ID 16-000000097966
Project Title ESRI
Status Approved
sub
Requesting Agency ISP-Illinois State Police
Agency Reference
Number
Creator Name Aaron Schroeder
Procurement End Jack Matthews
User
APO Name John Power
APO Phone (217) 558-3880
APO Email John_Power@isp.state.il.us
Relevant Category IT
Detail Object Code 1284 Computer Software
Will a Solicitation/Bid No
be posted to IPB?
Will a Notice be No
Posted to IPB?
In which fiscal year is 2017
procurement to
begin?
Is this a multi-year No
(exceeds 12 months)
contract?
Contract for legal No
related services (CPO
#33)
Nature of Request IT
Enter the Original Notice IPB22038592; Previous Contract CMS2587800B
Contract Number
Procurement Order Against Master for IT/Telecom
Approach
Special Condition None
Potential Small No
Business Set Aside?
Potential BEP / VBP No
Participation Goal?
Code E350
Class EDP, Software Maintenance
ARRA Federal No
Recovery Funded
CFDA #

Federal Project Title

Work Log Remedy Application Service 6/14/16 10:34:42 AM
Approved by PM.

craig.holloway 6/14/16 10:34:42 AM
Button Pressed Approve craig.holloway 6/14/2016 10:34:42 AM

Remedy Application Service 6/13/16 11:05:11 AM
Approved by IT/Telecom.

trey.mcghee 6/13/16 11:05:10 AM
Button Pressed Approve trey.mcghee 6/13/2016 11:05:04 AM

Remedy Application Service 6/13/16 9:28:14 AM
Approved: APO approval level.

JPOWER2 6/13/16 9:28:14 AM
Button Pressed Approve JPOWER2 6/13/2016 9:28:13 AM

DHANNEY 6/13/16 9:24:42 AM
Button Pressed Start Approval DHANNEY 6/13/2016 9:24:42 AM

DHANNEY 6/13/16 9:24:39 AM
This procurement meets justification #4. The Illinois State Police (ISP) intends to procure support and maintenance services for FY17 for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities.

Please explain why this procurement can not be delayed until the next Fiscal Year: The current contract expires on June 30, 2016. If the Illinois State Police (ISP) can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

JPOWER2 6/10/16 11:47:16 AM
Currently Routed To Division Staff: To add PJF statement to the Work Log of the PBC and start the PBC in the Remedy System approval process.

RWELCH 6/10/16 10:45:52 AM
Procurement method is approved.

ASCHROED 5/27/16 9:17:44 AM
Information Services Bureau Chief Darrin Turner has reviewed and approved this PBC.

Pricing Under New Master Contract-
Hi Aaron -

Thank you for your email. I have confirmed that the cost quoted for maintenance in the attached document, will not change with the new master contract.

Please let me know if you have any additional questions.

Thanks,
Shannon

Shannon Robertson | Customer Service Representative

Type of Contract Order Against Master

Expected Start Date 7/1/16

Expected End Date 6/30/17

Is the Expected Start Date Firm? No

Number of Renewals 0

Total Term (in Months) 12

Total Value for 27,321.00

Maximum Length of Contract

Total Value Funding Sources 27,321.00

These Values are: Estimated

Is Third Party Financing Required? No

Programmatic Objective The Illinois State Police (ISP) intends to procure support and maintenance services for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities. If the ISP can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

Economic Justification An order against the master contract is the appropriate procurement approach. The current master contract (CMS2587800B) will expire June 30, 2016. Central Management Services (CMS) is in the process of finalizing a replacement (IPB22038592). By utilizing the master contract, it is anticipated that the best possible pricing will be received for this product. There are no additional procurements/expenditures that will be processed separately or in conjunction with this procurement.

History/Background ESRI software has been utilized by ISP for over 10 years. The current contract for annual maintenance and support was procured through PBC #15-89719 and will expire on June 30, 2016. This procurement is not subject to Small Business Set-Aside or Business Enterprise (BEP).

Brand Name
Emergency
Emergency Rationale
Sole Source
Sole Source Question
1
Sole Source Question
2
Sole Source Question
3
Sole Source Question
4
Sole Source Question
5
Sole Source Question
6
Sole Source Question
7
State Use
Governance No
Required?
Account Charge
Comments
Charter Required? No
Charter Approved? No
Was this Approved No
with Conditions?
Conditions
ARB Approval
Required?
IPB Reference
Number
DateSolicitation
Posted to IPB
Bid Opening Date
Bid Opening Time
Bid Opening Location
Project Contact
Person
Project Contact
Phone
Project Contact Fax
Project Contact Email
Date Award Posted
Notice Expiration
Date

Conference Date

Conference Time

Conference Location

Conference

Mandatory

Award Justification Order Against Master Contract



FW: Esri Quote # 25730632

Shannon Robertson to: Aaron_Schroeder@isp.state.il.us

05/26/2016 05:28 PM

1 attachment



Esri_Quotation_25730632.pdf

Hi Aaron -

Thank you for your email. I have confirmed that the cost quoted for maintenance in the attached document, will not change with the new master contract.

Please let me know if you have any additional questions.

Thanks,
Shannon

Shannon Robertson | Customer Service Representative
Esri Customer Service | 380 New York St. | Redlands, CA 92373 | USA
T 888-377-4575, ext.1-1533 | F 909-307-3038
srobertson@esri.com | esri.com

-----Original Message-----

From: Aaron_Schroeder@isp.state.il.us [mailto:Aaron_Schroeder@isp.state.il.us]
Sent: Thursday, May 26, 2016 11:54 AM
To: Charlotte Jordan <cjordan@esri.com>
Subject: Esri Quote # 25730632

Good Afternoon.

Will the price quote provided to ISP be the same amount under the new master contract?

I know Central Management Services (CMS) is workign on a new master contract with ESRI.

Thank you,

Aaron Schroeder
Illinois State Police
Information Services Bureau
Phone: 217-558-2370
Cell: 217-891-2569
Fax: 217-558-0843

**esri**[®]380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533

Quotation

Date: 03/31/2016**Quotation Number:** 25730632**Contract Number:** 2011MPA3795State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Aaron Schroeder
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson**Please include the following remittance address on your Purchase Order:**Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
2010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	400.00	400.00
3010	2	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	300.00	600.00
5010	1	108562 Esri Developer Network (EDN) Standard Term License Start Date: 07/01/2016 End Date: 06/30/2017	1,451.00	1,451.00
6010	1	112390 ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2016 End Date: 06/30/2017	2,500.00	2,500.00
7010	1	134779	2,500.00	2,500.00

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[CRUMPTON]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**[®]380 New York Street
Redlands, CA 92373
Phone: 909-793-28531533**Quotation**

Page 2

Date: 03/31/2016**Quotation Number:** 25730632**Contract Number:** 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2016 End Date: 06/30/2017				
8010	1	134888	1,250.00	1,250.00
ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Staging Server Maintenance Start Date: 07/01/2016 End Date: 06/30/2017				
9010	2	115680	5,000.00	10,000.00
ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2016 End Date: 06/30/2017				
9020	2	109839		
ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2016 End Date: 06/30/2017				
9030	2	109840		
ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2016 End Date: 06/30/2017				
9040	1	52384	3,000.00	3,000.00
ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017				
9050	1	52385	1,200.00	1,200.00
ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2016 End Date: 06/30/2017				

Item Subtotal	22,901.00
Estimated Tax	0.00
Total	\$ 22,901.00

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3

[CRUMPTON]



esri

380 New York Street
Redlands, CA 92373
Phone 909-793-2853/1533

Quotation

Page 4

Date: 03/31/2016	Quotation No: 25730632	Customer No: 120855	Contract No: 2011MPA3795
Item	Qty	Material#	Unit Price Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CRUMPTON]



Re: ESRI

Aaron Schroeder | Dawn Hanney
Heather Knop

05/31/2016 02:34 PM

Yes-

I don't think ISB did purchase the optional items procured for FY16.

Aaron Schroeder
Illinois State Police
Information Services Bureau
Phone: 217-558-2370
Cell: 217-891-2569
Fax: 217-558-0843

Dawn Hanney

Hi Aaron - Is ISB purchasing the "optional items"...

05/31/2016 02:28:33 PM

From: Dawn Hanney/IISIPolice
To: Aaron Schroeder/IISIPolice@IISIPolice,
Cc: Heather Knop/IISIPolice@ILSTPOLICE
Date: 05/31/2016 02:28 PM
Subject: ESRI

Hi Aaron - Is ISB purchasing the "optional items" from ESRI? If so, the total will be \$27,321. Just want to confirm. Thanks,

Dawn Hanney
Illinois State Police
Division of Administration
217/557-5219

Material Request Form (MRF) - CHECKLIST

Project Title: ESRI
 Division: DOA

PBC#: 16-97966
 IPB#: N/A

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

☒ ☐ DAH Copy of draft Procurement Business Case

☒ ☐ DAH MRF with:

YES N/A

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | appropriate approvals (including Budget) |
| <input type="checkbox"/> | <input type="checkbox"/> | master contract number |
| <input type="checkbox"/> | <input type="checkbox"/> | IPB posting # (for all P&A, & other purchases >\$9,999.99) |
| <input type="checkbox"/> | <input type="checkbox"/> | PBC # |

☒ ☐ DAH Procurement Justification Form with appropriate Division approval

☐ ☒ DAH Sole Source Justification Form with approvals

☐ ☒ DAH OMB approval of IT hardware over \$5000 (attach to PBC)

☐ ☒ DAH Screen print from small business database or approved small business waiver

☐ ☒ DAH Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC)

☒ ☐ DAH All vendor responses to request for quote (if over \$9,999.99) (attach to PBC)

☒ ☐ DAH Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)

☐ ☒ DAH Specifications (if CMS will be bidding, to be entered into IGPS)

☐ ☒ DAH ELFAR

☐ ☒ DAH Cost Justification form with signatures (for printing devices)

☐ ☒ DAH Surplus Property form (for printing devices)

☐ ☐ _____ Other documents _____

Contact Name: Dawn Hanney

Phone #: 7-5219

Date: 5-31-16

RECEIVED

JUN 21 2016

ILLINOIS STATE POLICE
LEGAL OFFICE

ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

8916

Document Description: ESRI Maintenance and Support

☐ DRAFT
☒ FINAL

PBC # 16-97966 IPB# _____ Date Initiated: 6/21/16 Date Response Needed: 6/23/16

☒ Contract ☐ Grant ☐ MOU ☐ Inter-Agency Agreement
Travel Involved w/ Contract? ☐ Yes ☒ No

Document from:

☐ OPERATIONS ☐ DII ☐ FORENSICS ☒ ADMIN ☐ OTHER _____

Contact Person: Aaron Schroeder Phone: 558-2370

Return signed document to: Aaron Schroeder

Requires APO Review: ☒ YES ☐ NO Requires Legal Review: ☒ YES ☐ NO

Requires Director's Signature: ☐ YES ☒ NO

Person to obtain Director's signature: _____

APO Review by: _____

Date: 10/21/2016

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

APO comments or ☐ (see attached):

Legal Review by: _____

DATE: 6/24/16

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

Legal comments or ☐ (see attached):

Approved for execution
PBC is updated.
Dick W/af

NOTE: Immediately after the original contract has been signed (by Director), send original to PSSC to establish obligation, along with a copy of the MRF and a copy of the approved PBC. Send copy to CMS for signature if applicable. Also scan and email documents to the APO.

**BOA - ORDERS AGAINST MASTER CONTRACTS
CHECKLIST**

Project Title: ESR1
Division: DOA

PBC#: 16-97966
IPB#: N/A

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- | | | |
|--|--|---|
| <input type="checkbox"/> Commodities/Equipment | <input type="checkbox"/> Facilities | <input type="checkbox"/> General Services |
| <input type="checkbox"/> Health/Medical | <input checked="" type="checkbox"/> IT | <input type="checkbox"/> Telecom |

The following documents must accompany the contract/BOA for signature. Please send to APO.

YES N/A Initials

- | | | | |
|-------------------------------------|-------------------------------------|-----------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DA</u> | Final contract (BOA) with disclosures |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DA</u> | Procurement Business Case (PBC creator responsible for closing PBC once contract is executed.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DA</u> | Copy of MRF (budget approved if PBC required) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DA</u> | Agency three-signature if over \$250,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DA</u> | Vendor's TIN page |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DA</u> | If over \$25K, & utilizing 904 Funds, copy of screen print from the Excluded Parties List System |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DA</u> | If utilizing 904 Funds, the percentage of goods/services contracted, and the dollar amount disclosed in the contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DA</u> | Other Documents: <u>Legal approved Doc Review Sheet</u> |

SPO/APO will complete:

- | | | | |
|--------------------------|-------------------------------------|-----------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <u>DA</u> | SPO Determination Form approved through Step 4 APO approved |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>DA</u> | Screen print from Comptroller's Offset System (delinquent debt check) for vendor (required for all contracts over \$10,000) |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>DA</u> | SPO Determination Form approved through Step 4 SPO approved |

Contact Name: [Redacted]

Phone #: 4-1723

Date: 10-20-16

*via note in
work cos of
PBC.*

PROCUREMENT FILE CHECKLIST – ORDERS AGAINST MASTER CONTRACTS

Contractor Name: ESR1
Contract Title: ESR1
IPB #: 22038592 Contract Number: CMS
Agency Identifier: PBC97966

IL Procurement Code (30 ILCS 500/20-155(b))

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids and proposals, all evaluation materials, score sheets and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement file shall contain a written determination, signed by the chief procurement officer or State purchasing officer, setting forth the reasoning for the contract award decision. The procurement file shall not include trade secrets or other competitively sensitive, confidential, or proprietary information. The procurement file shall be open to public inspection within 7 business days following award of the contract.

YES ☒ N/A ☐

- ☒ ☐ Copy of executed Basic Ordering Agreement (BOA), Purchase Order, or Contract (if over \$250,000 per fiscal year must have three signatures)
- ☐ ☒ Copy of Late execution waiver
- ☐ ☒ Copy of Late filing affidavit
- ☐ ☒ Completed CMS Led SPO Determination form (If over \$10,000)
- ☐ ☐ Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract. 44 ILL. ADMIN. CODE §1.2080(c).

Agency Rep Printed Name and Title

Agency Rep Signature attesting that all information included

Date



Fw: [External] FW: Esri Quote # 25730632
Aaron Schroeder to Dawn Hanney

10/20/2016 09:52 AM

Aaron Schroeder | ISA II-Illinois State Police

Department of Innovation & Technology

Office: 217-558-2370 | Cell: 217-891-2569

aaron.schroeder@isp.illinois.gov www.DoIT.illinois.gov



— Forwarded by Aaron Schroeder/ISIPolice on 10/20/2016 09:52 AM —

From: Shannon Robertson <SRobertson@esri.com>
To: "Aaron_Schroeder@isp.state.il.us" <Aaron_Schroeder@isp.state.il.us>,
Cc: Janette Jones <janette_jones@esri.com>
Date: 10/18/2016 02:54 PM
Subject: [External] FW: Esri Quote # 25730632

Hi Aaron -

Thank you for your email. No changes were made to pricing for maintenance with the new State MPA.

Although, I want to inform you that we have already received a Purchase Order to process against the mentioned quote #25730632 in the subject line. However, we are holding on releasing the order due to past invoices that have still not been paid on this account (Customer #120855). Once we receive payment, we can release the order.

If you have any questions, please let me know.

Thanks,
Shannon

Shannon Robertson | Customer Service Representative
Esri Customer Service | 380 New York St. | Redlands, CA 92373 | USA
T 888-377-4575, ext.1-1533 | F 909-307-3083
srobertson@esri.com | esri.com

-----Original Message-----

From: Aaron_Schroeder@isp.state.il.us [mailto:Aaron_Schroeder@isp.state.il.us]
Sent: Tuesday, October 18, 2016 9:33 AM
To: Charlotte Jordan <cjordan@esri.com>
Subject: Re: Esri Quote # 25730632

Good Morning.

With the ESRI Master Contract with State of Illinois now signed.

Are the prices on the quote still valid or should we use a new quote to reflect any differences in pricing on the master contract. Thank you.

Aaron Schroeder |ISA II-Illinois State Police Department of Innovation & Technology
Office: 217-558-2370 | Cell: 217-891-2569 aaron.schroeder@isp.illinois.gov
www.DoIT.illinois.gov

From: Charlotte Jordan <cjordan@esri.com>
To: <Aaron_Schroeder@isp.state.il.us>,
Date: 05/23/2016 03:25 PM
Subject: Esri Quote # 25730632

RE: Quotation # 25730632 Enclosed
Prepared for:
Aaron Schroeder
Customer Number 120855
State of Illinois
Illinois State Police
Phone # 217-782-5870

Hi Aaron Schroeder,

ESRI would like to thank you for selecting our technology and allowing us the opportunity to provide your organization with quality products and services.

Keeping your maintenance current helps you stay up-to-date with the rapid advancements in GIS technology, and provides you with tools that enable you to be more successful while using ESRI software. For details about the maintenance program benefits for your licensing, please visit <http://www.esri.com/apps/products/maintenance/qualifying.cfm>

Sincerely,

Shannon Robertson
Esri Inc
Phone # 909-793-2853 ext. 1533
Fax #
Email: srobertson@esri.com

PS: To download the latest PDF reader use this link:
https://urldefense.proofpoint.com/v2/url?u=http-3A__www.adobe.com_products_reader.html&d=DQIBAg&c=n6-cguzQvX_tUIrZOS_4Og&r=oeP4rSMJCD_FGi8rRz1XpA&m=GlvxDLczTqr1BTUKp4ET5Wxwn77mKJUoUGEoFnQZ9e4&s=BoVpsI3LHmtVUovAW0UaOC9DNHQ4KnFb-MF8mOPHpfI&e=
[attachment "Esri_Quotation_25730632.PDF" deleted by Aaron Schroeder/IllStPolice]

State of Illinois
Contract - Obligation Document

Agency No. 493

440,778

Fiscal Year	Transaction Code	Contract/ Obligation No.	Transaction Date	Taxpayer ID No.	Legal
18	2820	PBC103634	3/9/2018	[REDACTED]	04
Contract Action	Class Code	Governor's Release No.	Vendor's Name and Address		
1 New 2 Change ✓ 3 Delete	65		Environmental Systems Research Institute Inc. 380 New York Street Redlands, CA 923738100		
Appropriation Account Code		Obligation Amount			
		(\$29,301.10)			
		\$28,679.73			
			Multiple Year Contract		Maximum Contract Amount
			From To		\$28,679.73
			Current Fiscal Year of Contract		Annual Contract Amount
			From 11/29/2017 To 6/30/2018		\$28,679.73
			Multiple Year Contract Amounts - Year 2 - 7 (and over)		
			2	3	4
			5	6	7
Description					
Decrease - Line 01 - CC440 Add - Line 02 - CC778 Master Contract #DIT8057970 CC 440 \$-29301.1 Line 01 CC 778 \$28679.73 Line 02					
FISCAL					
MAR 14 2018					
ISP					
Method of Compensation		Procurement Information		Travel Expenses	
\$0.00	Per MR Multiple Rates N	Award Code D	7/18/2017	V/N N	Amount \$0.00
	N	Publication Date	22040913	Advanced Payments	
		Reference #		V/N	N
		Subcontractor Utilization Y/N	N		
		Subcontractor Disclosure Y/N	N		
Amy Rubin		3/9/2018		State Police	
Prepared By		Date		Contracting Agency/Division	
Leo P. Schmitz					
By: Michael Yokley		3/9/2018		State Police/Administration	
Authorized By Chief Fiscal Officer		Date		Filing Agency/Division	

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 18

Date: 8 18 2017

Division Head Colonel Kelly Walter KW 5336	Supervisor's Approval Lieutenant Colonel Mike Gillock MG 8319	Requested By Cheryl McKnelly CM
--	---	---

**NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors:
http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm**

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	Request to establish obligation for ESRI software support and maintenance Price is estimated.				29,301.10
decrease increase	614-49302-1600-00-00 CC: 440 (# 29,301.10) 530 49302-1900-00-00 CC: 778 #28,679.73				
	<div style="background-color: black; width: 100px; height: 20px; margin: 0 auto;"></div> INC 103634 PBC #: 17-103634 Account Code: <div style="background-color: black; width: 150px; height: 15px; display: inline-block;"></div> Minor Object Code: 1284				
				TOTAL	\$ 29,301.10

Summary of need and impact to other entities

Project Name: _____ Term of Services: _____

Was item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If no, please justify. _____
Specifications Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
SBSA Vendor Used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If No, SBSA Waiver Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute Inc.</p> <p>ADDRESS: 380 New York Street</p> <p>CITY: Redlands, CA 92373-8100</p> <p>FEIN: <div style="background-color: black; width: 80px; height: 15px; display: inline-block;"></div></p> <p>NAME: _____</p> <p>ADDRESS: _____</p> <p>CITY: _____</p> <p>FEIN: _____</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE 49320-02</p> <p>BILL TO CODE 49320-02</p> <p>LOCATION: ISB</p> <p>ATTENTION Heather Knop</p> <p>TELEPHONE 217/524-1723</p> <p>COST CENTER CODE 440</p> <hr/> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory Yes N A</p> <p>Analyst Approval: <div style="background-color: black; width: 100px; height: 30px; display: inline-block;"></div></p> <p>Date: 9/12/17</p>
---	--

DOIT

8/31

CONTRACT: 493 80PBC103634 DATE: 12/14/2017 MASTER: 448 801T8057970
 MAX AMT: MASTER CONT MAX AMT:
 ANN AMT: REFERENCING CONT MAX AMT:
 VENDOR: *****5732 8 LEGAL STATUS: 04
 ENVIRONMENTAL SUSTEMS RES. INC CURR FROM: 11/29/2017 TO 06/30/2018
 SUITE 250 MULT FROM: TO
 1345 CORPORATION CTR DR CLSE DATE:
 ST. PAUL MN 55121-1204 TRAVEL: N
 CMPNSTION RATE:

BUDGET FY: 2018

UNIT: MULTIPLE RATE

AWARD CODE: 0
 CONTRACT TYPE: K CLASS CODE: 65
 FIXED PRICE: N ADVANCE PAYMENT: N
 CONTRACT FEE: FEE STATUS:

PUBLICATION: 07/18/2017 REF#: 22040913 SUBCONTRACTOR UTILIZED: N DISCLOSED: N

FUND ORGN OBJT APPR UNIT LINE AMOUNT CLSD/EXPND ED AMT OUTSTANDING AMT

=====

=====

GOOD AFTERNOON, HERE IS YOUR REQUEST; PLEASE ENTER A NEW AGENCY CONTRACT

F5=MasterContracting F10=PUTX F11=Documents F12=Menu

MASTER CONTRACT: 448 8DIT8057970 DATE: 09/21/2017

MASTER CONT MAX AMT:

REFERENCING CONT MAX AMT:

VENDOR: *****5732 C

LEGAL STATUS: 04

ENVIRONMENTAL SYSTEMS RESEARCH

CURR FROM: 08/22/2017 TO 02/22/2018

MULT FROM: TO

380 NEW YORK STREET

REDLANDS

CA 92373-8100

TRAVEL: N

CMPNSTION RATE:

UNIT: MULTIPLE RATE

AWARD CODE: 0

CONTRACT TYPE: K

CLASS CODE: 65

FIXED PRICE: N

ADVANCE PAYMENT: N

CONTRACT FEE:

PAID:

PUBLICATION: 07/18/2017 REF#: 22040913 SUBCONTRACTOR UTILIZED: N DISCLOSED: N

GOOD AFTERNOON, HERE IS YOUR REQUEST; PLEASE ENTER A NEW AGENCY CONTRACT

F5=RefCont F10=POTX F12=Menu

FUNCTION: DOCID: PO 493 80PBC103634 03/09/18 02:26:29 PM
STATUS: PEND3 BATID: ORG:
H- PURCHASE ORDER INPUT FORM

PO DATE: ACCTG PRD: BUDGET FY: 18
ACTION: M ORDER TYPE: K AWARD CODE: D PWA/SURV:
VENDOR: NAME: ENVIRONMENTAL SYSTEMS RESEARCH
NAME2: INSTITUTE INC LEGAL STATUS: 04
ADDRESS: 380 NEW YORK STREET ADVANCE PAYMENT: N
CITY: REDLANDS STATE: CA ZIP: 923738100
FIXED PRICE:

INT IND: SELLER FUND: SELLER AGENCY: CLASS CODE: 65

DOC TOTAL: 621.37 TRAVEL IND: N

CALCULATED DOC TOTAL: 621.37 TRAVEL AMT: 0.00

CURRNT FY CONTRACT FROM DT: 11 29 17 CURRMT FY CONTRACT TO DT: 06 30 18

MULT FY CONTRACT FROM DT: MULT FY CDTRACT TO DT:

ANNUAL CONTRACT AMT: 28,679.73 MAX CONTRACT AMT: 28,679.73

BFY PLUS 1 AMOUNT: BFY PLUS 2 AMOUNT:

BFY PLUS 3 AMOUNT: BFY PLUS 4 AMOUNT:

BFY PLUS 5 AMOUNT: BFY PLUS 6 AMOUNT:

COMPENSATION PAY RATE: 0.00 UNIT OF TIME: MR

A--*S002-APPROVAL 2 APPLIED

A--*HS60-DOCUMENT MARKED FOR READ ONLY

State of Illinois
Contract - Obligation Document

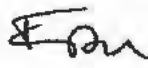
Agency No. 493

440

Fiscal Year	Transaction Code	Contract/ Obligation No.	Transaction Date	Taxpayer ID No.	Legal																					
18	2810	PBC103634	12/8/2017	[REDACTED]	04																					
Contract Action		Class Code	Governor's Release No.	Vendor's Name and Address																						
1. New <input checked="" type="checkbox"/> 2. Change <input type="checkbox"/> 3. Delete <input type="checkbox"/>		65		Environmental Systems Res. Ins Suite 250 1345 Corporation Ctr Dr St. Paul, MN 55121-1204																						
Appropriation Account Code		Obligation Amount																								
[REDACTED]		\$29,301.10																								
				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Multiple Year Contract</th> <th>Maximum Contract Amount</th> </tr> <tr> <td>From</td> <td>To</td> <td style="text-align: right;">\$29,301.10</td> </tr> <tr> <td colspan="2">Current Fiscal Year of Contract</td> <td>Annual Contract Amount</td> </tr> <tr> <td>From</td> <td>To</td> <td style="text-align: right;">\$29,301.10</td> </tr> <tr> <td colspan="3">Multiple Year Contract Amounts - Year 2 - 7 (and over)</td> </tr> <tr> <td>2</td> <td>3</td> <td>4</td> </tr> <tr> <td>5</td> <td>6</td> <td>7</td> </tr> </table>		Multiple Year Contract		Maximum Contract Amount	From	To	\$29,301.10	Current Fiscal Year of Contract		Annual Contract Amount	From	To	\$29,301.10	Multiple Year Contract Amounts - Year 2 - 7 (and over)			2	3	4	5	6	7
Multiple Year Contract		Maximum Contract Amount																								
From	To	\$29,301.10																								
Current Fiscal Year of Contract		Annual Contract Amount																								
From	To	\$29,301.10																								
Multiple Year Contract Amounts - Year 2 - 7 (and over)																										
2	3	4																								
5	6	7																								

Description

Establish Obligation for FY18:
 Support and maintenance services for the Environmental Systems
 Research Institute (ERSI) software for FY18.
 PBC #17-103634
 IPB #22040913
 Master Contract #DIT8057970


ACCOUNTING
 DEC 11 2017
PROCESSED/DL

Method of Compensation				Procurement Information		Travel Expenses			
\$0.00	Per	MR	Multiple Rates N	Award Code	D	Y/N	N	Amount	\$0.00
			N	Publication Date	7/18/2017				
				Reference #	22040913				
				Subcontractor Utilization Y/N	N				
				Subcontractor Disclosure Y/N	N				
						Advanced Payments			
						Y/N N			

Frederick Murphy

12/8/2017

State Police

Prepared By

Date

Contracting Agency/Division

Leo P. Schmitz

By: Michael Yokley

12/8/2017

State Police/Administration

Authorized By

Chief Fiscal Officer

Date

Filing Agency/Division

**ILLINOIS STATE POLICE
MATERIAL REQUEST FORM**

FY: 18

Date: 8/18/2017

Division Head Colonel Kelly Walter <i>KW 5336</i>	Supervisor's Approval Lieutenant Colonel Mike Gillock <i>MG #514</i>	Requested By Cheryl McKnelly <i>CM</i>
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**NOTE: Supplies/Services under \$50,000 OR within the 64 Small Business Set Aside (SBSA) Categories, must use a vendor registered as a Small Business, or obtain a waiver. Website to check registered vendors:
http://www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm**

Commodity Index # (CIN)	NAME OF ITEM INCLUDING size, color, and full description or description of services to be performed. Contract, lease, bid, or other documentation must be attached.	Quantity	Unit	Unit Price	Total Cost
	<p>Request to establish obligation for ESRI software support and maintenance. Price is estimated.</p> <p><i>11/3- Order against Master Contract DIT 8057910</i></p> <p>PBC #: <u>17-103634</u> Account Code: <u>[REDACTED]</u> Minor Object Code: <u>1284</u></p>				29,301.10
				TOTAL	\$ 29,301.10

*Approved ... PBC is updated.
File 9/13*

Summary of need and impact to other entities

Project Name: _____ Term of Services: _____

Was item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If no, please justify. _____
Specifications Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No
SBSA Vendor Used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No/NA	If No, SBSA Waiver Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No

<p align="center">SOURCE OF SUPPLY</p> <p>NAME: Environmental Systems Research Institute Inc. ADDRESS: 380 New York Street CITY: Redlands, CA 92373-8100 FEIN: [REDACTED]</p> <p>NAME: Public Safety Shared Services Center ADDRESS: _____ CITY: _____ FEIN: _____</p> <p align="center">NOV 30 2017</p>	<p align="center">SHIP TO/BILL TO AS FOLLOWS:</p> <p>SHIP TO CODE: 49320-02 BILL TO CODE: 49320-02 LOCATION: ISB ATTENTION: Heather Knop TELEPHONE: 217/524-1723 COST CENTER CODE 440</p> <hr/> <p align="center">FOR FISCAL USE ONLY</p> <p>Checked SBSA Directory <input type="checkbox"/> Yes <input type="checkbox"/> N/A</p> <p>Analyst Approval: [REDACTED] Date: <i>9/12/17</i></p>
---	--

IL 493-0620

Fiscal Operations

ISP 2-43 (Rev.12/06)

DoIT

8/31

Procurement Justification Form

Date: 8/18/17

PBC: 17-103634

Please check the following criteria that apply to the procurement on the attached Material Request Form (MRF):

- ☐ 1. The procurement is critical to the life, health and/or safety of the citizens of the State of Illinois.
- ☐ 2. The procurement will cause the loss of federal funds if not completed.
- ☐ 3. The procurement fulfills a legal or contractual commitment of the State of Illinois to its unions or other third parties.
- ☒ 4. The procurement is time-sensitive and critical to the mission of the agency, and special consideration is required due to the best interests of the State.

List the criteria # along with detailed justification below:

This procurement meets justification #4.

The Illinois State Police (ISP) intends to procure support and maintenance services for FY18 for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities.

Please explain why this procurement can not be delayed until the next Fiscal Year:

The current contract expired on June 30, 2017. If the Illinois State Police (ISP) can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

 #5336
Division Approval

Director's Office Approval
(for purchases over the small
purchase threshold)

(March 2014 Revised)

In compliance with these agreement(s), agencies must identify and document the provisions under which the services are to be contracted. Please check the applicable paragraph below and maintain substantiating documentation:

Work Location: ISB/Springfield Date of Vacancy (if applicable) _____

Scope of Services: _____

Assessment of Need (attempts to redistribute work or TA, LOA, nature of duties, EPAR #, etc.): _____

6. ☐ Renewal of an existing contract, no substantial modification to the scope of work or cost of the contract. Written notice provided to AFSCME Council 31 prior to the contract's initial term _____ (date)

- LR Administrator Signature _____

Date 6/23/77

SMALL BUSINESS SET-ASIDE PROGRAM WAIVER

IPB/Agency Reference Number #: PBC103634

Print Form

From CPO Notice # 2016.03 August 24, 2015:

The Chief Procurement Officer has established set-aside categories of construction, supplies and services that are set-aside for small businesses in Illinois. Procurements that are within the listed categories must be set-aside for small businesses, regardless of the dollar value of the contracts. Additionally, all purchases under the small purchase threshold are automatically set-aside for small businesses in Illinois.

Use of a Small Business Set-Aside Program Waiver requires agencies to have clear justification why a SBSP vendor was not appropriate for a set-aside award. The following are examples of guidelines that may be considered:

- ☒ The product or service is provided by a large business sole source vendor.
- ☐ There is a need for a brand name product and there are no small businesses that provide the product.
- ☐ Small Business vendors were solicited and no offers were received.
- ☐ The supply base for the product or service includes several larger diversified vendors that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The supply base for the product or service includes several Veteran Owned Small Businesses (VOSB) that can be counted toward the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).
- ☐ The product or service is required to be purchased from Illinois Correctional Industries (30 ILCS 500/45-30).
- ☐ There is an opportunity to establish a no-bid contract with a State Use vendor (30 ILCS 500/45-35). Provide more detail below.
- ☐ The prices offered by qualified small businesses are substantially greater than the estimated dollar amount established prior to the solicitation being sent out. Provide more detail below.
- ☐ Other. Provide more detail below.

Elaborate as necessary (required for last four check boxes):

Brief Description of Procurement:

Please see attached approved Sole Source Justification Form.

Date: Sep 5, 2017

Requested By: Dawn Snyder

Agency: Illinois State Police

Telephone: 217-557-5219

Bureau/Location: DOA

Email Address: dawn_snyder@isp.state.il.us

NIGP Code: 20800

Estimated Dollar Amount: 29,301

Requestor's Name: Dawn Snyder

Title: PSA

Signature: Dawn Snyder

Digitally signed by Dawn Snyder
DN: cn=Dawn Snyder, o=Illinois State Police,
ou=Illinois State Police, email=Dawn.Snyder@isp.state.il.us,
c=US☐ Procurement Designated to an AgencyApproved ☐ Denied ☐

Designated Agency Representative Signature _____ Date _____

☒ Non-Designated ProcurementApproved ☒ Denied ☐

Richard (Dick) Welch

Digitally signed by Richard (Dick) Welch
DN: cn=Richard (Dick) Welch, o=Illinois State Police,
ou=Illinois State Police, email=Richard.Welch@isp.state.il.us,
c=US

Sep 5, 2017

Agency's SPO Signature _____

Date _____

Sole Source Justification Form

Bulletin Reference Number

PBC103634

Requesting Agency/University

Illinois State Police

Sole Source Justification Form - Part I

Section I - General Information

Department/Bureau/Section: Information Services Bureau

Need Identified Date: 07/18/2017

Supply/Service Need By Date: Sep 1, 2017

Project Title: ESRI Support and Maintenance

Vendor: ESRI

Provide a description of the supplies or services required:

The Illinois State Police (ISP) intends to procure support and maintenance services for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities.

Value: Estimated

Value of Initial Term, this Change Order or Amendment: 29,000

Will this Sole Source amend a Professional or Artistic Services contract? ☐ Yes ☒ No

*Sole Source may not be used for amendments for Professional or Artistic Services if the amendment would increase the value by more than 5% of the initial award or extend the term by more than 60 days.

Type: New Sole Source

Section II - Proposed Term

☐ One-Time Purchase ☒ Term Contract

Estimated Contract Begin Date: Sep 1, 2017

Estimated Contract End Date: Jun 30, 2018

Number of Potential Renewals: 0

Length of Each Renewal in Months: 0

Total Value of All Renewals: 0

If a Term Contract, does the term, including renewals, exceed 12 months? ☐ Yes ☒ No

Section III - Funding Source

Select the type of funding to be used (Check all that apply): ☒ State Appropriate Funds ☐ Federal Funds ☐ Other (Explain):

Section IV - Sole Source Justification

This purchase is economically only available from a single source primarily because it is: (If "Other" explain in one sentence)

Compatibility of Equipment, Accessories, Replacement Parts or Service

Are there secondary justification(s) for this sole source? ☐ Yes ☒ No

Sole Source Justification Form

Bulletin Reference Number

PBC103634

Requesting Agency/University

Illinois State Police

Section V - Purchase History

Has the Agency or University Purchased these supplies or services in the past? ☒ Yes ☐ No

Term	Term From	Term To	Value	Description	Contract Number	Type
1	07/01/2016	06/30/2017	27,321	Support and Maintenance	PBC97966	Sole Source
2	07/01/2015	06/30/2016	24,392.7	Support and Maintenance	PBC89719	
3	07/01/2014	06/30/2015	23,351	Support and Maintenance	PBC85513	
4	07/01/2013	06/30/2014	21,351	Support and Maintenance	PBC77770	
5	07/01/2012	06/30/2013	19,076.92	Support and Maintenance	PBC69961	
6	07/01/2011	06/30/2012	15,200	Support and Maintenance	PBC61697	
7	07/01/2010	06/30/2011	15,200	Support and Maintenance	B11-54111	
8						
9						
10						

If more than 10, or if other comments, explain:

ISP used the master contract approach for the contracts above.

Section VI - Business Rationale

1. Provide a detailed explanation of the need for the supplies or services:

The Illinois State Police (ISP) intends to procure support and maintenance services for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities. If the ISP can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

2. Provide a list and describe in detail the specifications required to satisfy the need:

ESRI is the only vendor that can provide upgrades to their own software. ISP needs to purchase maintenance and support to keep the GIS software updated. ESRI is the only vendor that provides technical phone and email support for their software products.

3. Provide detail explaining the justification selected in Section IV to explain why the requested supplies or services are the only ones available that can satisfy the agency or university requirements?

ESRI is the sole provider of maintenance and support for ESRI products.

4. What are the unique features of the supplies or services that are not available in any other product or by any other vendor? Provide specific quantifiable factors/qualifications:

Purchasing ESRI support and maintenance from another vendor is not an option.

5. Has the Agency or University considered alternative supplies or services to satisfy their need? ☐ Yes ☒ No

5a. If no, why weren't alternatives evaluated?

ISP has ESRI software installed in the infrastructure and end users devices. Another option would require purchasing a different software product and incur additional cost. ISP also does not have the staff to implement a change.

Sole Source Justification Form

Bulletin Reference Number

PBC103634

Requesting Agency/University

Illinois State Police

6. Are there resellers or distributors?

☐ Yes ☒ No ☐ N/A

7. What efforts were made to get the best possible price (i.e. did the agency/university negotiate) and how did you determine the price for this purchase is considered fair and reasonable?

ISP has pursued the master contract option as in previous years. A sole source master contract for the state was not approved this year. The vendor was contacted and the best possible pricing was requested.

8. Will this purchase obligate the State to this vendor for future purchases such as maintenance, licensing or continuing need?

☒ Yes ☐ No

8a. If yes, please provide details regarding future obligations and/or needs:

In order to continue the use of the software, ISP will be obligated to purchase maintenance and support on an annual basis.

9. What will be the financial or other impact to the State if this sole source is not approved and a competitive bid is required?

The inability to proceed with this procurement will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities. If the ISP can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety. A competitive bid will not result in any other vendor being able to provide ESRI support and maintenance.

10. Is there any additional information you would like to add to justify this sole source?

ERIS is the only vendor that provides technical phone and e-mail support for their software products. ISP's maintenance agreement provides for that technical support and is a vital resource for ISP staff when new tech issues arise with the software.

Sole Source Justification Form

Bulletin Reference Number

PBC103634

Requesting Agency/University

Illinois State Police

Section VII

Requesting Department Signature Required

I know and understand the contents of this Sole Source Justification and attest that all statements are true and correct and the fairness and reasonableness of the price was adequately confirmed.

Requesting Department Representative

Cheryl McKnelly
Digitally signed by Cheryl McKnelly
Date: 2017.07.28 14:58:07 -0500

Phone Number

217-782-4039

Date

Printed Name

Cheryl McKnelly

E-mail Address

cheryl.mcknelly@isp.illinois.gov

State Agency Bureau/Division Head or University Purchasing Director Approval and Signature Required

I know and understand the contents of this Sole Source Justification and attest that all statements are true and correct and the fairness and reasonableness of the price was adequately confirmed. (All print or form fields will lock once this e-signature is completed)

Agency Bureau/Division Head or University
Purchasing Director and Not a Designee

Kelly Walter
Digitally signed by Kelly
Walter
Date: 2017.08.21 12:22:15
-05'00'

Phone Number

217-785-2035

Date

Printed Name

Colonel Kelly Walter

E-mail Address

Kelly_Walter@isp.state.il.us

SPO Approval and Signature Required

☒ I have reviewed and understand the contents of this Sole Source Justification and agree with the State Agency or University determination.

☐ I have reviewed and understand the contents of this Sole Source Justification and do not agree with the State Agency or University determination. As a result, the State Agency or University must explore other sourcing methods to satisfy their need.

State Purchasing Officer Signature

Richard (Dick) Welch
Digitally signed by Richard (Dick) Welch
DN: cn=Richard (Dick) Welch, o=ISPC, email=richard.welch@isp.state.il.us
Date: 2017.08.21 09:42:44 -05'00'

Phone Number

217-557-4781

Date

Aug 23, 2017

Printed Name

Richard R. (Dick) Welch

E-mail Address

Richard.Welch@Illinois.gov

Procurement Business Case Print Report

Request ID 17-000000103634
Project Title ESRI
Status Awarded
sub
Requesting Agency ISP-Illinois State Police
Agency Reference
Number
Creator Name Heather Knop
Procurement End Jack Matthews
User
APO Name Christopher Demeroukas
APO Phone 217-558-3880
APO Email Christopher_Demeroukas@isp.state.il.us
Relevant Category IT
Detail Object Code 1284 Computer Software
Will a No
Solicitation/Bid be
posted to IPB?
Will a Notice be No
Posted to IPB?
In which fiscal year is 2018
procurement to
begin?
Is this a multi-year No
(exceeds 12 months)
contract?
Contract for legal No
related services (CPO
#33)
Nature of Request IT
Enter the Original
Contract Number
Procurement Small Purchase
Approach
Special Condition None
Potential Small Yes
Business Set Aside?
Potential BEP / VBP No
Participation Goal?
Code E350
Class EDP, Software Maintenance
ARRA Federal No
Recovery Funded

CFDA #**Federal Project Title****Work Log** DHANNEY 11/14/17 12:42:37 PM

Button Pressed Ready to Award DHANNEY 11/14/2017 12:42:37 PM

DHANNEY 11/14/17 12:42:34 PM

Button Pressed Vendor Selected DHANNEY for \$29,301.10 Total (Vendor Award = Yes) 11/14/2017 12:42:34 PM

DHANNEY 11/14/17 12:42:34 PM

Button Pressed Vendor Selected DHANNEY 11/14/2017 12:42:34 PM

DHANNEY 11/14/17 12:41:39 PM

There was no master contract in place when this purchase was initiated. Since that time, we have been advised of DIT8057970. The procurement approach for this purchase is being changed from a small purchase to an order against master contract.

Remedy Application Service 9/20/17 2:27:54 PM

Approved by PM.

craig.holloway 9/20/17 2:27:54 PM

Button Pressed Approve craig.holloway 9/20/2017 2:27:54 PM

Remedy Application Service 9/20/17 1:29:11 PM

Approved by IT/Telecom.

randy.anderson 9/20/17 1:29:09 PM

Button Pressed Approve randy.anderson 9/20/2017 1:29:09 PM

Remedy Application Service 9/20/17 11:27:40 AM

Approved: APO approval level.

cdemerou 9/20/17 11:27:39 AM

Button Pressed Approve cdemerou 9/20/2017 11:27:30 AM

DHANNEY 9/13/17 10:37:05 AM

Button Pressed Start Approval DHANNEY 9/13/2017 10:37:05 AM

DHANNEY 9/13/17 10:37:01 AM

This procurement meets justification #4. The Illinois State Police (ISP) intends to procure support and maintenance services for FY18 for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities.

Please explain why this procurement can not be delayed until the next Fiscal Year: The current contract expires on June 30, 2017. If the Illinois State Police (ISP) can no longer supply geographic displays of crime and crash information,

decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

cdemerou 9/13/17 10:28:51 AM
Provided packet to DOA

RWELCH 9/13/17 8:10:51 AM
Method of Procurement is approved.

AR_ESCALATOR 9/8/17 6:10:19 PM
The Requesting Agency data have changed and the APO info, SPO info, Deputy Chief of Staff, or CC on OMB Approvals fields have been updated on this open or canceled PBC.

AR_ESCALATOR 9/8/17 10:11:33 AM
The Requesting Agency data have changed and the APO info, SPO info, Deputy Chief of Staff, or CC on OMB Approvals fields have been updated on this open or canceled PBC.

AR_ESCALATOR 9/7/17 6:10:18 PM
The Requesting Agency data have changed and the APO info, SPO info, Deputy Chief of Staff, or CC on OMB Approvals fields have been updated on this open or canceled PBC.

AR_ESCALATOR 9/7/17 10:11:54 AM
The Requesting Agency data have changed and the APO info, SPO info, Deputy Chief of Staff, or CC on OMB Approvals fields have been updated on this open or canceled PBC.

AR_ESCALATOR 6/1/17 6:22:55 PM
The Requesting Agency data have changed and the APO info, SPO info, Deputy Chief of Staff, or CC on OMB Approvals fields have been updated on this open or canceled PBC.

AR_ESCALATOR 6/1/17 10:17:25 AM
The Requesting Agency data have changed and the APO info, SPO info, Deputy Chief of Staff, or CC on OMB Approvals fields have been updated on this open or canceled PBC.

Type of Contract Agency-Specific Contract
Expected Start Date 10/2/17
Expected End Date 6/30/18
Is the Expected Start Date Firm? No
Number of Renewals 0
Total Term (in Months) 12
Total Value for Maximum Length of Contract 29,301.10

Total Value Funding 29,301.10**Sources****These Values are:** Estimated**Is Third Party** No**Financing Required?**

Programmatic Objective The Illinois State Police (ISP) intends to procure support and maintenance services for the Environmental Systems Research Institute (ESRI) software used for various geographical representation requirements. This software is used to provide geographical representations of crime and crash information used by decision-makers in support of determining enforcement strategies, identifying problematic areas, or other law enforcement functions and responsibilities. The inability to do so will require more manual analysis and impede the process of effectively analyzing data to drive and support law enforcement activities. If the ISP can no longer supply geographic displays of crime and crash information, decision-makers will draw conclusions from unclear, possibly incomplete information directly impacting officer and public safety.

Economic Justification Small purchase is the appropriate procurement approach given the overall dollar value of procurement. There are no additional procurements/expenditures that will be processed separately or in conjunction with this procurement.

History/Background ESRI software has been utilized by ISP for over 10 years. The current contract for annual maintenance and support was procured through PBC #16-97966 and expired on June 30, 2017. This procurement is subject to Small Business Set-Aside and a waiver will be requested.

Brand Name**Emergency****Emergency Rationale****Sole Source****Sole Source Question**

1

Sole Source Question

2

Sole Source Question

3

Sole Source Question

4

Sole Source Question

5

Sole Source Question

6

Sole Source Question

7

State Use**Governance Required?** No**Account Charge****Comments**

Charter Required? No

Charter Approved? No

**Was this Approved
with Conditions?** No

Conditions

**ARB Approval
Required?**

**IPB Reference
Number**

**DateSolicitation
Posted to IPB**

Bid Opening Date

Bid Opening Time

**Bid Opening
Location**

**Project Contact
Person**

**Project Contact
Phone**

Project Contact Fax

**Project Contact
Email**

Date Award Posted

**Notice Expiration
Date**

Conference Date

Conference Time

Conference Location

**Conference
Mandatory**

Award Justification Order Against Master Contract DOIT8057970



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/15/2017
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: Phone #: 217-782-5870
From: Shannon Robertson
Fax #: 909-307-3083 Phone #: 909-793-2853 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25794683
Document Date: 06/13/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533
Fax #: 909-307-3083

Quotation

Date: 06/13/2017**Quotation Number:** 25794683**Contract Number:** 2011MPA3795

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc
380 New York Street
Redlands, CA 92373-8100

Attn: Shannon Robertson

Please include the following remittance address
on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	3,000.00	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	1,200.00	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/01/2018 End Date: 06/30/2018	205.48	205.48
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	400.00	400.00
4010	2	87193	300.00	600.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

**esri**

380 New York Street
Redlands, CA 92373
Phone 909-793-2853/533
Fax # 909-307-3083

Quotation

Page 2

Date: 06/13/2017

Quotation Number: 25794683

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018		
6010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 09/21/2017 End Date: 06/30/2018	1,395.62	1,395.62
7010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00	5,000.00
8010	1	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00	5,000.00
9010	1	161434 ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	2,500.00	2,500.00
10040	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00	10,000.00
10050	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2017 End Date: 06/30/2018		
10060	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2017 End Date: 06/30/2018		

[ROBERTSON]



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533
Fax #: 909-307-3063

Quotation

Page 3

Date: 06/13/2017

Quotation Number: 25794683

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	29,301.10
Estimated Tax	0.00
Total	USD 29,301.10

DUNS/CEC: 06-313-4175 CAGE: DAMS3

[ROBERTSON]



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533
Fax #: 909-307-3083

Quotation

Page 4

Date: 06/13/2017	Quotation No: 25794683	Customer No: 120855	Contract No: 2011MPA3795
Item	Qty	Material#	Unit Price Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

Illinois Chief Procurement Officer

Vendor Suspensions & Debarments

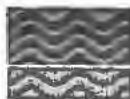
As of 9/1/2017


CPO General Services:
None

CPO Higher Education:
Stephen Sweet - Abatement Management Inc.

CPO Department of Transportation:
A Lamp Concrete Contractors, Inc.

CPO Capital Development Board:
Abatement Management Inc.



Re: Fw: [External] RE: ISP FY18 Maintenance [ESRI] 
Michael Yokley to Dawn Snyder, Christopher Demeroukas

11/03/2017 09:47 AM

I am ok with this

Michael T. Yokley
Chief Fiscal Officer
Illinois State Police
217.557.4780

Dawn Snyder

Hi Michael - I wasn't clear on the initial email abo...

11/02/2017 03:44:11 PM

From: Dawn Snyder/ILStPolice
To: Michael Yokley/ILStPolice@ILStPolice,
Date: 11/02/2017 03:44 PM
Subject: Fw: [External] RE: ISP FY18 Maintenance [ESRI]

Hi Michael - I wasn't clear on the initial email about where this was in the process.
Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

----- Forwarded by Dawn Snyder/ILStPolice on 11/02/2017 03:42 PM -----

From: Christopher Demeroukas/ILStPolice
To: Dawn Snyder/ILStPolice@ILStPolice,
Date: 11/02/2017 03:41 PM
Subject: Re: Fw: [External] RE: ISP FY18 Maintenance [ESRI]

Yes, I'd like Michael's "OK" on the concept.

Chris Demeroukas
Agency Procurement Officer
Illinois State Police
801 South 7th St. Suite 700-S
Springfield, IL 62703-2487

ph. (217) 558-3880
E-mail: Christopher_Demeroukas@isp.state.il.us

Dawn Snyder

Are we wanting Michael to weigh in on this appro...

11/02/2017 03:36:25 PM

From: Dawn Snyder/ILStPolice
To: Christopher Demeroukas/ILStPolice@ILSTPOLICE
Date: 11/02/2017 03:36 PM
Subject: Fw: [External] RE: ISP FY18 Maintenance [ESRI]

Are we wanting Michael to weigh in on this approach? Just making sure I understand status.

Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

----- Forwarded by Dawn Snyder/IISPolice on 11/02/2017 03:30 PM -----

From: Christopher Demeroukas/IISPolice
To: Dawn Snyder/IISPolice@IISPolice,
Cc: Michael Yokley/IISPolice@IISPolice
Date: 11/01/2017 12:00 PM
Subject: Re: Fw: [External] RE: ISP FY18 Maintenance [ESRI]

Thanks, Dawn.

I took a brief look at the contract revisions they suggest - I don't think we want to go down that path.

Seemingly, their second path (I'm assuming totally separate) is to somehow add the "agreement with ISP survives any termination of the state master contract" language they proposed to the renewal document, i.e.:

Quotation Language: *"State Master Contract DIT8057970 shall expire February, 2018. If the parties to the Agreement do not renew the Master Contract, the parties hereunder shall continue to be subject to the terms and conditions of the State Master Contract for the duration of this renewal period."*

I'm fine with this if it works, and (of course) Legal and Dick are OK with it.

As Dawn and I just spoke about, however, this contract **should** have been loaded up into BB - if so, we may have to enter it there.

Finally, I understand from talking with Dawn is that when we place the order, its "one and done" - meaning, we're just buying one year's worth of maintenance one time - we're not adding licenses, changing things, etc., so even if the ESRI contract expires in Feb., and we **can't** include the language above, as a practical matter, it makes no difference.

Chris

Chris Demeroukas
Agency Procurement Officer
Illinois State Police
801 South 7th St. Suite 700-S
Springfield, IL 62703-2487

ph. (217) 558-3880
E-mail: Christopher_Demeroukas@isp.state.il.us

Dawn Snyder

Please find ESRI's proposed contract changes a...

11/01/2017 11:34:07 AM

From: Dawn Snyder/IISPolice
To: Christopher Demeroukas/IISPolice@ILSTPOLICE
Date: 11/01/2017 11:34 AM
Subject: Fw: [External] RE: ISP FY18 Maintenance

Please find ESRI's proposed contract changes as well as one more attempt at having ISP use the master contract for this purchase. Please let me know how you would like to proceed with this matter.

Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

----- Forwarded by Dawn Snyder/IISPolice on 11/01/2017 11:25 AM -----

From: Colleen Shaffer <CShaffer@esri.com>
To: "Dawn_Snyder@isp.state.il.us" <Dawn_Snyder@isp.state.il.us>
Date: 11/01/2017 10:22 AM
Subject: RE: [External] RE: ISP FY18 Maintenance

Hi Dawn,

Thank you again for speaking with me on Monday about our contract for the Illinois State Police. From our call, I understand that the preference of the Department at this time is to sign a new agreement with Esri, instead of working through the State Master for another year. As we discussed, I am including language below that would be included with your renewal quotation and notes the State Police can use the State Contract for the entire term, whether it is renewed or not.

Additionally, I did not want to limit our correspondence to only the language for the renewal quotation so I have gone through the contract document you provided and redlined the agreement with our changes. I have also attached our License Agreement for your review, as this document would be needed to sign a new contract.

I wanted to provide you with all of the information so that you have the opportunity to review as needed, and determine the preferred way forward for the next year. If you have any questions or would like to discuss the documentation in greater detail, please let me know and I am available to set up a phone call. Thank you for reviewing the attached, I look forward to receiving your feedback in due course.

Quotation Language: *"State Master Contract DIT8057970 shall expire February, 2018. If the parties to the Agreement do not renew the Master Contract, the parties hereunder shall continue to be subject to the terms and conditions of the State Master Contract for the duration of this renewal period."*

Best,
Colleen

Colleen Shaffer | Contracts Specialist
Esri | One International Court | Broomfield, CO 80021

303.449.7779 x1649 | cshaffer@esri.com

From: Colleen Shaffer
Sent: Monday, October 30, 2017 9:36 AM
To: 'Dawn_Snyder@isp.state.il.us' <Dawn_Snyder@isp.state.il.us>
Cc: Erick Arial <earial@esri.com>
Subject: RE: [External] RE: ISP FY18 Maintenance

Good morning, Dawn:

I am available today after 11:00am MST. Please let me know what time works best for you and I will send you a calendar invite. Thank you!

Best,
Colleen

Colleen Shaffer | Contracts Specialist
Esri | One International Court | Broomfield, CO 80021
303.449.7779 x1649 | cshaffer@esri.com

From: Dawn_Snyder@isp.state.il.us [mailto:Dawn_Snyder@isp.state.il.us]
Sent: Monday, October 30, 2017 7:46 AM
To: Colleen Shaffer <CShaffer@esri.com>
Cc: Erick Arial <earial@esri.com>
Subject: RE: [External] RE: ISP FY18 Maintenance

Good morning - Please let me know what time works for you and whether or not we need to include our Agency Procurement Officer. Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

From: Colleen Shaffer <CShaffer@esri.com>
To: "Dawn_Snyder@isp.state.il.us" <Dawn_Snyder@isp.state.il.us>,
Cc: Erick Arial <earial@esri.com>
Date: 10/27/2017 03:52 PM
Subject: RE: [External] RE: ISP FY18 Maintenance

Hi Dawn,

I am sorry I missed your call earlier today. Do you have a few minutes to discuss this afternoon? If not, let's schedule

a few minutes for Monday. Thank you!

Best,
Colleen

Colleen Shaffer | Contracts Specialist

Esri | One International Court | Broomfield, CO 80021
303.449.7779 x1649 | cshaffer@esri.com

From: [Dawn Snyder@isp.state.il.us](mailto:Dawn_Snyder@isp.state.il.us) [mailto:[Dawn Snyder@isp.state.il.us](mailto:Dawn_Snyder@isp.state.il.us)]
Sent: Friday, October 27, 2017 12:26 PM
To: Colleen Shaffer <CShaffer@esri.com>
Cc: [Dawn Snyder@isp.state.il.us](mailto:Dawn_Snyder@isp.state.il.us); Erick Ariel <earial@esri.com>
Subject: RE: [External] RE: ISP FY18 Maintenance

Hi Colleen - I received your voice mail and attempted to reach you. Will you be supplying us with a revised contract for consideration or do we need to schedule a conference call with the Agency Procurement Officer?

Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

From: Colleen Shaffer <CShaffer@esri.com>
To: "Dawn_Snyder@isp.state.il.us" <Dawn_Snyder@isp.state.il.us>, Erick Ariel <earial@esri.com>.
Date: 10/23/2017 10:24 AM
Subject: RE: [External] RE: ISP FY18 Maintenance

Good morning, Dawn:

Thank you for your email on Friday afternoon. I will take a look at the document you provided and speak with Erick this week in more detail about the process moving forward. I will reach out Wednesday with more information.

Many thanks!

Best,
Colleen

Colleen Shaffer | Contracts Specialist

Esri | One International Court | Broomfield, CO 80021
303.449.7779 x1649 | cshaffer@esri.com

From: Dawn Snyder<Dawn_Snyder@isp.state.il.us> [mailto:Dawn_Snyder@isp.state.il.us]

Sent: Friday, October 20, 2017 4:43 PM

To: Erick Arial <earial@esri.com>

Cc: Colleen Shaffer <CShaffer@esri.com>

Subject: RE: [External] RE: ISP FY18 Maintenance

I totally understand your concern about the length of time to work through the contract; however, it seems to be in the best interest of the ISP to proceed in this manner.

We can schedule a meeting for next week to discuss further if necessary. If you or Colleen would prefer to start working through the draft contract (making suggested strikeouts/additions to the template language, etc.), that would work for us too.

Please let me know how you would like to proceed.

Thank you and hope you have a great weekend!

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

From: Erick Arial <earial@esri.com>

To: "Dawn_Snyder@isp.state.il.us" <Dawn_Snyder@isp.state.il.us>, "Colleen Shaffer" <CShaffer@esri.com>.

Date: 10/20/2017 04:31 PM

Subject: RE: [External] RE: ISP FY18 Maintenance

Hi Dawn,

I am currently on a project with variances in timing. Next week's meeting times have not been out yet. I am pretty safe with any morning between 7-9 Pacific, except for Tuesday.

I can have the call, but I no longer have this region. My colleague, Colleen Shaffer has taken over the State of Illinois. Since she is newer to the account, I am assisting. Maybe you both can set up a time and I can assist her. Will that work?

Part of my concern is that starting from the State document will take quite a while given the length of time it has taken me in the past to negotiation terms for the entire State. I look forward to working with you and Colleen on movement forward.

Thank you,
Erick

Erick M Arial | Sr. Contract Specialist

Esri | 380 New York Street | Redlands, CA 92373 | USA
Phone: 909.793.2853 ext. 3341 | Fax: 909.307.3020 |
email: earial@esri.com | www.esri.com

From: [Dawn Snyder@isp.state.il.us](mailto:Dawn_Snyder@isp.state.il.us) [mailto:Dawn_Snyder@isp.state.il.us]
Sent: Friday, October 20, 2017 2:24 PM
To: Erick Arial <earial@esri.com>
Subject: RE: [External] RE: ISP FY18 Maintenance

I have spoken to Chris about this subject and he recommended the phone call. The master contract will not provide coverage/support for the entire fiscal year. We would like to continue working through establishing an agency specific contract to ensure there is no lapse. Do you have any other time available next week that might work?

Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

From: Erick Arial <earial@esri.com>
To: "[Dawn Snyder@isp.state.il.us](mailto:Dawn_Snyder@isp.state.il.us)" <Dawn_Snyder@isp.state.il.us>,
Cc: "[Cheryl McKnelly@isp.state.il.us](mailto:Cheryl_McKnelly@isp.state.il.us)" <Cheryl_McKnelly@isp.state.il.us>, "[Heather Knop@isp.state.il.us](mailto:Heather_Knop@isp.state.il.us)" <Heather_Knop@isp.state.il.us>
Date: 10/20/2017 04:14 PM
Subject: RE: [External] RE: ISP FY18 Maintenance

Hello Dawn,

I am the correct person, but I am only available from 7-9am Pacific time on Wednesday. Just for reference, I worked with Chris Demeroukas on the State of Illinois Master Agreement. Have you spoken to Chris about using the State contract as a reference?

Thank you,
Erick

Erick M Arial | Sr. Contract Specialist
Esri | 380 New York Street | Redlands, CA 92373 | USA
Phone: 909.793.2853 ext. 3341 | Fax: 909.307.3020 |
email: earial@esri.com | www.esri.com

From: [Dawn Snyder@isp.state.il.us](mailto:Dawn_Snyder@isp.state.il.us) [mailto:Dawn_Snyder@isp.state.il.us]
Sent: Friday, October 20, 2017 1:18 PM
To: Erick Arial <earial@esri.com>
Cc: [Cheryl McKnelly@isp.state.il.us](mailto:Cheryl_McKnelly@isp.state.il.us); [Heather Knop@isp.state.il.us](mailto:Heather_Knop@isp.state.il.us)

Subject: Fw: [External] RE: ISP FY18 Maintenance

Good afternoon -

We would like to schedule a conference call on Wednesday, October 25, 2017, between the ISP Agency Procurement Officer Chris Demeroukas and the appropriate person at ESRI to discuss the possibility of proceeding with the agency specific contract. Can you please let me know if you are the appropriate person to participate in the call and provide availability?

Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

----- Forwarded by Heather Knop/ISIPolice on 10/12/2017 09:36 AM -----

From: Erick Arial <earial@esri.com>
To: "Jack Matthews@isp.state.il.us" <Jack_Matthews@isp.state.il.us>
Cc: Dan Haag <dhaag@esri.com>, Jesse Gonzalez <jesse_gonzalez@esri.com>, Shannon Robertson <SRobertson@esri.com>, Colleen Shaffer <CShaffer@esri.com>
Date: 10/04/2017 01:40 PM
Subject: RE: [External] RE: ISP FY18 Maintenance

Greetings Jack,

I just left you a voicemail and I would like to speak with you about the proposed documents. There may be a much easier and quicker way to process this renewal of maintenance. That would be to submit a BOA that references the State of Illinois contract number DIT8057970.

We are not in a position to negotiate a separate State contract with an individual entity of the State. For those entities choosing to not participate in the Esri and State of Illinois Master Agreement, I have submitted Esri's general terms and conditions which would be the foundation for negotiation. It took many months to negotiate a similar contract and similar State template with the State, which is why I do not believe this is the best option for either party.

Please give me a call if you would like to discuss further. I can work on the Tax Payer Identification form, and the Standard Certifications form, if you could work on submitting a BOA with the State referenced contract. Let me know how you would like to proceed.

Have a great afternoon!
Erick

Erick M Arial | Sr. Contract Specialist
Esri | 380 New York Street | Redlands, CA 92373 | USA
Phone: 909.793.2853 ext. 3341 | Fax: 909.307.3020 |

email: earial@esri.com | www.esri.com

-----Original Message-----

From: Jesse Gonzalez
Sent: Monday, October 2, 2017 11:17 AM
To: Erick Arial <earial@esri.com>; Shannon Robertson <SRobertson@esri.com>
Cc: Dan Haag <dhaag@esri.com>; Jesse Gonzalez <jesse.gonzalez@esri.com>
Subject: FW: [External] RE: ISP FY18 Maintenance

-----Original Message-----

From: Jack Matthews<[isp.state.il.us](mailto:Jack.Matthews@isp.state.il.us) [<mailto:Jack.Matthews@isp.state.il.us>]
Sent: Monday, October 02, 2017 9:25 AM
To: Jesse Gonzalez <jesse.gonzalez@esri.com>
Cc: Dan Haag <dhaag@esri.com>
Subject: RE: [External] RE: ISP FY18 Maintenance

Not sure on the IT procurement contract. Our accountant is just the vehicle to get the paperwork done. She gave me this updated contract and the two forms Esri needs to fill out to pass to you guys.

Should these docs go to you guys or someone else? If you guys...LMK what questions you have on the attached ISP contract.

Jesse - per your v-mail from Fri, my afternoon is open if we still need to have a call. LMK there too.

Thanks!

Jack Matthews | GIS Manager | Illinois State Police Department of Innovation & Technology
Office: 217.782.5870

From: Jesse Gonzalez <jesse.gonzalez@esri.com>
To: "Jack Matthews<[isp.state.il.us](mailto:Jack.Matthews@isp.state.il.us)>" <Jack.Matthews@isp.state.il.us>
Cc: Dan Haag <dhaag@esri.com>
Date: 09/29/2017 11:25 AM
Subject: RE: [External] RE: ISP FY18 Maintenance

Jack, we understand. Is there a contact we can work with at IT Procurement? That can help both of us make this a little easier. An introduction may be necessary so the contact feels comfortable. Sound like a plan?

Jesse

-----Original Message-----

From: Jack Matthews<[isp.state.il.us](mailto:Jack.Matthews@isp.state.il.us) [<mailto:Jack.Matthews@isp.state.il.us>]
Sent: Friday, September 29, 2017 6:37 AM
To: Jesse Gonzalez <jesse.gonzalez@esri.com>
Cc: Dan Haag <dhaag@esri.com>
Subject: Re: [External] RE: ISP FY18 Maintenance

My apologies on all of this....again. I clearly am not clear on the procurement process!

I thought the contract stuff was done, but found out yesterday that the contract is finishing review at ISP and then will go to Esri for signature. As long as Esri is good with the state contract template and doesn't need any changes, once Esri signs it goes back to our Budget office and Director's office for signature...and apparently it is then final.

Our Accountant is going to start working on an "assurance of payment" letter with our Budget office to provide to you. I think that expedited our maintenance extension on Esri's side last time. I'll get that to you as soon as I get it.

Do you guys know who the contract goes to for review at Esri? Does that go through you guys?

Jack Matthews | GIS Manager | Illinois State Police Department of Innovation & Technology
Office: 217.782.5870

From: Jesse Gonzalez <jesse.gonzalez@esri.com>
To: "Jack Matthews@isp.state.il.us" <Jack.Matthews@isp.state.il.us>, Dan Haag <dhaag@esri.com>
Cc: Jesse Gonzalez <jesse.gonzalez@esri.com>
Date: 09/28/2017 06:20 PM
Subject: [External] RE: ISP FY18 Maintenance

Hi Jack,

How fast do you think we could get a PO? As the Maintenance expired three months ago, it's going to be tough getting support for an extension, but will make a hard push once I hear back from you. Dan and I are meeting tomorrow and will be sure to bring this up.

Jesse

-----Original Message-----

From: Jack.Matthews@isp.state.il.us [<mailto:Jack.Matthews@isp.state.il.us>]

Sent: Wednesday, September 27, 2017 1:35 PM
To: Dan Haag <dhaag@esri.com>; Jesse Gonzalez <jesse.gonzalez@esri.com>
Subject: ISP FY18 Maintenance

Hey guys! The PBC for our FY18 has been approved and now the contract is going for approval. Will a PO or letter of "intent to pay" get our maintenance extended until the state can pay the FY18? We are going to attempt to use the same letter you gave us that got the approval to pay the FY17 past due amount to attempt to get the FY18 payment expedited.

We cannot use our ArcGIS Pro licenses with our expired maintenance, so we need to get that back up ASAP. Any way to get our maintenance extended?

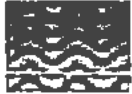
Also - any chance Esri has received our FY17 past due payment yet?

Thanks guys!

Jack Matthews | GIS Manager | Illinois State Police
Department of Innovation & Technology

Office: 217.782.5870

[attachment "Esri Quotation_25794683.pdf" deleted by Jack
Matthews/IlStPolice] [attachment "Esri Quotation_25790482.pdf" deleted by
Jack Matthews/IlStPolice] [attachment "ESRI PBC103634 Esri
Redline)10-31-17.docx" deleted by Michael Yokley/IlStPolice] [attachment
"Master Agreement - State of Illinois State Police Department.docx" deleted by
Michael Yokley/IlStPolice]



Fw: ESRI SSJF
Michael Yokley to Dawn Snyder
Heather Knop

08/23/2017 08:54 AM

Approved SSJF

Michael T. Yokley
Chief Fiscal Officer
Illinois State Police
217.557.4780

----- Forwarded by Michael Yokley/IISPolice on 08/23/2017 08:53 AM -----

From: "Welch, Richard" <Richard.Welch@Illinois.gov>
To: "Yokley, Michael" <Michael_Yokley@isp.state.il.us>,
Cc: "Power, John" <John_Power@isp.state.il.us>
Date: 08/23/2017 08:49 AM
Subject: RE: **ESRI** SSJF

Michael,

Thanks for the follow up / reply ... I would agree with your concerns on waiting longer - reviewed / approved ... please see the attached file.

Regards,

Dick

Richard R. (Dick) Welch, CPPB
State Purchasing Officer
Chief Procurement Office of General Services
Assigned to:
Illinois State Police (ISP)
Illinois State Police Merit Board (ISPMB)
Illinois Law Enforcement Training Standards Board (ILETSB)
Illinois Coroners Training Board (ICTB)
Office:
Illinois State Police
801 S. 7th Street, Suite 700S
Springfield, IL. 62704
Tel. #: 217-557-4781
Fax #: 217-558-1399
Richard.Welch@Illinois.gov

-----Original Message-----

From: Michael_Yokley@isp.state.il.us [mailto:Michael_Yokley@isp.state.il.us]
Sent: Wednesday, August 23, 2017 8:26 AM
To: Welch, Richard <Richard.Welch@Illinois.gov>
Cc: Power, John <John_Power@isp.state.il.us>
Subject: RE: **ESRI** SSJF

We received a voice message from CMS. Their sole source was restricted to agency specific. They are working on getting it statewide. Rather than wait longer on CMS, I would prefer to proceed with our sole source. Please let me know your thoughts.

Also, we learned VM Ware is still being negotiated.

Michael T. Yokley
Chief Fiscal Officer
Illinois State Police
217.557.4780

From: "Welch, Richard" <Richard.Welch@Illinois.gov>
To: "Yokley, Michael" <Michael_Yokley@isp.state.il.us>,
Cc: "Power, John" <John_Power@isp.state.il.us>
Date: 08/22/2017 01:55 PM
Subject: RE: ~~SSP~~ SSJF

As mentioned ... I will hold off on this SSJF pending verification that this can now be secured via a Master Contract.

Richard R. (Dick) Welch, CPPB
State Purchasing Officer
Chief Procurement Office of General Services
Assigned to:
Illinois State Police (ISP)
Illinois State Police Merit Board (ISPMB)
Illinois Law Enforcement Training Standards Board (ILETSB)
Illinois Coroners Training Board (ICTB)
Office:
Illinois State Police
801 S. 7th Street, Suite 700S
Springfield, IL. 62704
Tel. #: 217-557-4781
Fax #: 217-558-1399
Richard.Welch@Illinois.gov

-----Original Message-----

From: Welch, Richard
Sent: Tuesday, August 22, 2017 8:37 AM
To: 'Michael_Yokley@isp.state.il.us' <Michael_Yokley@isp.state.il.us>
Cc: Power, John <John_Power@isp.state.il.us>
Subject: RE: ~~SSP~~ SSJF

Mike,

I agree with your statement concerning the need of a letter.

In the SSJF, it is noted that "A sole source master contract for the state was not approved this year" - any idea as to why or any information as to what happened with this ?

Thanks,

Dick

Richard R. (Dick) Welch, CPPB
State Purchasing Officer
Chief Procurement Office of General Services Assigned to:
Illinois State Police (ISP)
Illinois State Police Merit Board (ISPMB) Illinois Law Enforcement Training
Standards Board (ILETSB) Illinois Coroners Training Board (ICTB)
Office:
Illinois State Police
801 S. 7th Street, Suite 700S
Springfield, IL. 62704
Tel. #: 217-557-4781
Fax #: 217-558-1399
Richard.Welch@Illinois.gov

-----Original Message-----

From: Michael_Yokley@isp.state.il.us [
mailto:Michael_Yokley@isp.state.il.us]
Sent: Tuesday, August 22, 2017 8:20 AM
To: Welch, Richard <Richard.Welch@Illinois.gov>
Cc: Power, John <John.Power@isp.state.il.us>
Subject: Fw: ~~SSJF~~ SSJF

Dick

I have reviewed. The price increase seems in line with the increase last year while under the master. Do we get letters on software maintenance as to their proprietary nature like we do on other items? It would seem inherent with software but wanted to ask you.

Michael T. Yokley
Chief Fiscal Officer
Illinois State Police
217.557.4780

----- Forwarded by Michael Yokley/IlStPolice on 08/22/2017 08:18 AM -----

From: Dawn Snyder/IlStPolice
To: Michael Yokley/IlStPolice@IlStPolice,
Date: 08/21/2017 12:42 PM
Subject: ~~SSJF~~ SSJF

Please see below SSJF submitted for review/approval. Thank you,

Dawn Snyder
Illinois State Police
Division of Administration
217/557-5219

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you

have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

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ISP - DOA - SSJF - ESRI - \$29000.00 - 8.23.17.pdf

Material Request Form (MRF) - CHECKLIST

Project Title: ESQI
ISP Division: DOT

PBC#: 17-103634
IPB#: DOT

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- ☐ Commodities/Equipment ☐ Facilities ☐ General Services
☐ Health/Medical ☒ IT ☐ Telecom

Attach this Checklist and the following documents to the MRF:

YES N/A Initials

- ☒ ☐ JK Copy of draft Procurement Business Case
☒ ☐ JK MRF with:
 YES N/A
 ☒ ☐ appropriate approvals (including Budget)
 ☒ ☐ master contract number
 ☐ ☒ IPB posting # (for all P&A, & other purchases > the Small Purchase level)
 ☒ ☐ PBC #
- ☒ ☐ JK Procurement Justification Form with appropriate Division approval
☒ ☐ JK Sole Source Justification Form with approvals
☒ ☐ JK Screen print from small business database or approved small business waiver
☐ ☒ JK Copy of request for quote (includes Sell2Illinois email sent to SBSA vendors) (attach to PBC)
☒ ☐ JK All vendor responses to request for quote (attach to PBC)
☒ ☐ JK Service Procurement and Contracting Checklist signed by authorized Labor Relations representative, if procurement includes services (attach to PBC)
☐ ☒ JK Specifications (if CMS will be bidding, to be entered into IGPS)
☐ ☒ JK Cost Justification form with signatures (for printing devices)
☐ ☒ JK Surplus Property form (for printing devices)
☒ ☐ JK Acknowledgement that the various CPO (count 4) suspensions / disbarments websites have been checked to verify Vendor is not currently listed 9/1/17
☐ ☒ JK Other documents _____

Contact Name: _____

Phone #: 217-584-1723

Date: 8-18-17

ORDERS AGAINST MASTER CONTRACTS
CHECKLIST

Project Title: ESRI
ISP Division: DOA

PBC#: 17-16
Contract#: D17

Dick - 11/16/17
FOR YOUR
REVIEW.
-CHRIS

Please check the appropriate box as it relates to the Relevant Category on the PBC:

- ☐ Commodities/Equipment ☐ Facilities ☐ General Services
☐ Health/Medical ☒ IT ☐ Telecom

The following documents must accompany the contract/BOA for signature and retained for Procurement File:

- | YES | N/A | Initials | |
|-------------------------------------|-------------------------------------|--------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> | Final contract (BOA) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> | Procurement Business Case (PBC creator responsible for closing PBC once contract is executed.) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> | Copy of MRF (budget approved if PBC required) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>[Signature]</u> | Document Review Cover Sheet signed by Legal (if applicable) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>[Signature]</u> | Agency three-signature if over \$250,000 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>[Signature]</u> | If over \$25,000, & utilizing <u>904</u> Funds, copy of screen print from the Excluded Parties List System |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>[Signature]</u> | If utilizing <u>904</u> Funds, the percentage of goods/services contracted, and the dollar amount disclosed in the contract. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>[Signature]</u> | Copy of Late Execution Waiver |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>[Signature]</u> | Copy of Late Filing Affidavit |
| <input type="checkbox"/> | <input type="checkbox"/> | | Other Documents: _____ |

SPO/APO will complete:

- ☐ [Signature] APO approval of BOA/Contract
☒ [Signature] SPO approval of BOA/Contract

Dawn Snuder

Approved for
Execution... PBC
is updated.
Dick 11/23

Agency Rep Signature attesting that all information included

11-16-17

Date

RECEIVED

9604

NOV 14 2017

ILLINOIS STATE POLICE - DOCUMENT REVIEW COVER SHEET

ILLINOIS STATE POLICE
LEGAL OFFICE

Document Description: ESRI BOA 17-103634

☐ DRAFT
☒ FINAL

PBC # 103634 IPB# N/A Date Initiated: 11/14/17 Date Response Needed: 11/15/17

☒ Contract ☐ Grant ☐ MOU ☐ Inter-Agency Agreement
Travel Involved w/ Contract? ☐ Yes ☒ No

Document from:

☐ OPERATIONS ☐ OII ☐ FORENSICS ☒ ADMIN ☐ OTHER _____

Contact Person: Dawn Snyder Phone: 557-5219

Return signed document to: Dawn Snyder

Requires APO/Fiscal Review: ☒ YES ☐ NO Requires Legal Review: ☒ YES ☐ NO

Requires Director's Signature: ☒ YES ☐ NO

Person to obtain Director's signature: Dawn Snyder

APO/Fiscal Review by: [REDACTED] Date: 11/16/17

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

APO/Fiscal comments or ☐ (see attached):

Legal Review by: [REDACTED] DATE: 11-15-17

☒ Approved ☐ Disapproved with comments ☐ Approved with comments

Legal comments or ☐ (see attached):

NOTE: Immediately after the original contract has been signed (by Director), send original to PSSC to establish obligation, along with a copy of the MRF and a copy of the approved PBC. Send copy to CMS for signature if applicable. Also scan and email contracts to the APO.

STATE OF ILLINOIS BASIC ORDERING AGREEMENT (BOA)for Orders Against Master Contracts

The terms and conditions of this BOA, including those terms and conditions set forth in the additional documents referenced below, and any continuation sheets, constitute the entire agreement between the parties with respect to the subject matter of this BOA. State documents will prevail in the event of a conflict between State and Vendor documents.

CONTRACT INFORMATION

Contract #: DIT8057970

Action: New

Acquisition Type: Purchase

Payment Cycle: One time

Terms and Conditions: Master Contract Number

Master Contract # for Terms and Conditions:

DIT8057970

Term:

Begin Date:

Upon Execution

End Date:

6/30/2018

CONTACT INFORMATION

Vendor Name: Environmental Systems Research Institute

Address: 380 New York Street, Redlands, CA 92373-8100

Contact: Colleen Shaffer Phone #: 303-449-7779, extension 1649

Email: cshaffer@esri.com

State Agency Name: Illinois State Police

Address: 801 South 7th Street, Springfield, IL 62703

Contact: Cheryl McKnelly Phone #: 217-782-4039

Email: Cheryl_McKnelly@isp.state.il.us

Bill To: Illinois State Police

Name: Heather Knop

Address:

801 South 7th Street, Suite 300-M

Springfield, IL 62703

Ship To: Illinois State Police

Name: Jack Matthews

Address:

801 South 7th Street, Suite 300-M

Springfield, IL 62703

In signing the BOA, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached to the Master Contract referenced above are true and accurate as of the date of the Contractor's execution of the BOA.

ORDERING INFORMATION

Item	Description (manufacturer, model, serial number, feature, etc.)	Qty	One Time Charge		Periodic Charge	
			Unit	Extension	Unit	Extension
10	52384 - ArcGIS Desktop Advanced Concurrent Use Primary Maintenance	1	\$3,000.00	\$3,000.00		
1010	52385 - ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance	1	\$1,200.00	\$1,200.00		
2010	87232 - ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance	1	\$205.48	\$205.48		
3010	87192 - ArcGIS Desktop Basic Single Use Primary Maintenance	1	\$400.00	\$400.00		
4010	87193- ArcGIS Desktop Basic Single Use Secondary Maintenance	2	\$300.00	\$600.00		
6010	157023 - ArcGIS Developer Professional Annual Subscription	1	\$1,395.62	\$1,395.62		
7010	161337 - ArcGIS GeoEvent Server up to Four Cores Maintenance	1	\$5,000.00	\$5,000.00		
8010	161339 - ArcGIS Image Server up to Four Cores Maintenance	1	\$5,000.00	\$5,000.00		
9010	161434 - ArcGIS GeoEvent Server up to Four Cores Staging Server Maintenance	1	\$2,500.00	\$2,500.00		
10040	115680 - ArcGIS for Server Enterprise Standard up to Four Cores from ArcIMS 9.1 Migrated Maintenance, includes Enterprise Basic up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle	2	\$5,000.00	\$10,000.00		
10050	109839 - ArcGIS for Server Enterprise Standard up to Four Cores Migrated Maintenance	2	Included in Bundled Price			
10060	109840 - ArcGIS for Server Enterprise Basic up to Four Cores Migrated Maintenance	2	Included in Bundled Price			
					BOA Total : \$ 29,301.10	

STATE USE ONLY

Reference Number: PBC103634

Source Selection Method: Order Against Master for IT/Telecom

Is Financing Needed? No

Using Agency Funding Source:

- Fiscal Year: 18
- Type: State

Approp. Account Code: 001-49302-1600-00-00

Detailed Expenditure Object Code: 1284

IPB Reference Number: 22040913

Award Code: D

Original Procurement Method: Sole Source

IPB Publication Date: 8/25/2017

Subcontractors Utilized? No


Subcontractors Disclosed? No

ADDITIONAL INFORMATION / REFERENCES / ATTACHMENTS

State Master Contract DIT8057970 shall expire February, 2018. If the parties to the Agreement do not renew the Master Contract, the parties hereunder shall continue to be subject to the terms and conditions of the State Master Contract for the duration of this renewal period.

SIGNATURES: The undersigned parties agree to these terms and conditions.


Vendor

Signature:	
Printed Name:	Timothy Brazeal Manager, Commercial & Government Contracts
Title:	
Date:	11-13-2017

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**

Ex: # 325918

State of Illinois

State Agency: Illinois State Police	
Signature agency representative:	
Printed Name: Leo P. Schmitz by M	
Title: Director by Chief Fiscal Officer	
Date:	11/29/17

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Click here to enter text.

Business Name: Environmental Systems Research Institute, Inc.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | (select applicable tax classification) |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: November 13, 2017



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/15/2017
To: Jack Matthews
Organization: State of Illinois
Illinois State Police
Fax #: **Phone #:** 217-782-5870
From: Shannon Robertson
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 1533
Email: srobertson@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25794683
Document Date: 06/13/2017

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-2853/1533
Fax #: 909-307-3083

Quotation

Date: 06/13/2017**Quotation Number:** 25794683**Contract Number:** 2011MPA3795

State of Illinois
Illinois State Police
Information Services Bureau
801 S 7th St Ste 300M
Springfield IL 62703-2487
Attn: Jack Matthews
Customer Number: 120855

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Shannon Robertson

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	3,000.00	3,000.00
1010	1	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	1,200.00	1,200.00
2010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 02/01/2018 End Date: 06/30/2018	205.48	205.48
3010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	400.00	400.00
4010	2	87193	300.00	600.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Shannon Robertson **Ext:** 1533

[ROBERTSONS]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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Fax #: 909-307-3083

Quotation

Page 2

Date: 06/13/2017

Quotation Number: 25794683

Contract Number: 2011MPA3795

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2017 End Date: 06/30/2018		
6010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 09/21/2017 End Date: 06/30/2018	1,395.62	1,395.62
7010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00	5,000.00
8010	1	161339 ArcGIS Image Server Up to Four Cores Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00	5,000.00
9010	1	161434 ArcGIS GeoEvent Server Up to Four Cores Staging Server Maintenance Start Date: 07/01/2017 End Date: 06/30/2018	2,500.00	2,500.00
10040	2	115680 ArcGIS for Server Enterprise Standard Up to Four Cores from ArcIMS 9.1 Migrated Maintenance Includes Enterprise Basic Up to Four Cores from ArcSDE 9.1 Migrated Maintenance Bundle Start Date: 07/01/2017 End Date: 06/30/2018	5,000.00	10,000.00
10050	2	109839 ArcGIS for Server Enterprise Standard Up to Four Cores Migrated Maintenance Item equals \$4,000.00 of the bundled price. Start Date: 07/01/2017 End Date: 06/30/2018		
10060	2	109840 ArcGIS for Server Enterprise Basic Up to Four Cores Migrated Maintenance Item equals \$6,000.00 of the bundled price. Start Date: 07/01/2017 End Date: 06/30/2018		

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Quotation

Page 3

Date: 06/13/2017

Quotation Number: 25794683

Contract Number: 2011MPA3795

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	29,301.10
Estimated Tax	0.00
Total	USD 29,301.10

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

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Quotation

Page 4

Date: 06/13/2017	Quotation No: 25794683	Customer No: 120855	Contract No: 2011MPA3795	
Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at

<http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

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